

# Resolution

Number 24-1281

Adopted Date October 01, 2024

HIRING MICHAEL GARRISON AS CONTROL SYSTEMS TECHNICIAN II WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Michael Garrison as Control Systems Technician II within the Water and Sewer Department, classified, full-time permanent status (40 hours per week), Pay Range #19, \$37.00 per hour, effective October 14, 2024, subject to a negative drug screen and a 365-day probationary period.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

cc: Water/Sewer (file)  
M. Garrison's Personnel file  
OMB – Susan Spencer

# Resolution

Number 24-1282

Adopted Date October 01, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR ASHLEY WATTS WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE

WHEREAS, Ashley Watts, Administrative Support, within the Warren County Commissioners' Office, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Ashley Watts' completion of 365-day probationary period and a pay increase to rate of \$18.67 hourly, effective pay period beginning October 5, 2024.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Commissioners' file  
A. Watts' Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-1283

Adopted Date October 01, 2024

RESCINDING RESOLUTION #24-1233 WHICH AUTHORIZED THE HIRING OF GINA HINESON, AS A CUSTODIAL WORKER II, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, Ms. Hineson notified the department she is unable to meet the required standards for the position.

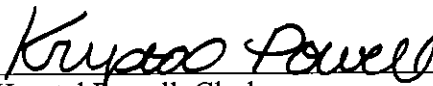
NOW THEREFORE BE IT RESOLVED, to rescind Resolution #24-1233, adopted September 24, 2024, which authorized the hiring of Gina Hineson, as Custodial Worker II, within the Facilities Management Department.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Facilities Management (file)  
G. Hineson's Personnel file  
OMB-Sue Spencer

# Resolution

Number 24-1284

Adopted Date October 01, 2024

TERMINATING THE EMPLOYMENT OF PROBATIONARY EMPLOYEE ELLA RIDDIOUGH, WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ms. Riddiough began employment on September 17, 2024, as an Emergency Communications Operator and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the Director of Emergency Services recommends said employee be terminated for failing to meet the required standards of her position.


NOW THEREFORE BE IT RESOLVED, to remove Ella Riddiough from employment within the Emergency Services Department, effective September 26, 2024.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Emergency Services (file)  
E. Riddough's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-1285

Adopted Date October 01, 2024

ACCEPTING THE RESIGNATION OF SARA SWIERK, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES, EFFECTIVE OCTOBER 9, 2024

BE IT RESOLVED, to accept the resignation of Sara Swierk, Emergency Communications Operator, within the Warren County Department of Emergency Services, effective October 9, 2024.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Emergency Services (file)  
S. Swierk's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-1286

Adopted Date October 01, 2024

ENTERING INTO CONTRACT WITH DDK CONSTRUCTION INC. FOR THE DRY RUN ROAD BRIDGE #81-1.22 REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #24-1175, adopted September 10, 2024, this Board approved a Notice of Intent to Award Contract for the Dry Run Road Bridge #81-1.22 Replacement Project to DDK Construction Inc., for a total contract price of \$399,807.70; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor.

NOW THEREFORE BE IT RESOLVED, to enter into contract with DDK Construction Inc, 7259 Dog Trot Road, Cincinnati, Ohio 45248, for said project, for a total contract price of \$399,807.70; as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

KP

cc: c/a— DDK Construction Inc.  
Engineer (file)  
OMB Bid file

## CONTRACT

THIS AGREEMENT, made this 1 day of October, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **DDK Construction Inc., 7259 Dog Trot Road, Cincinnati, Ohio 45248** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

### **Dry Run Road Bridge #81-1.22 Replacement Project**

hereinafter called the project, for the sum of **\$399,807.70 (Three Hundred Ninety-Nine, Eight Hundred Seven Dollars and Seventy Cents)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (it's or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Federal Davis Bacon Wage
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by September 1, 2025. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

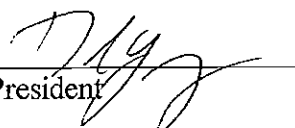
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

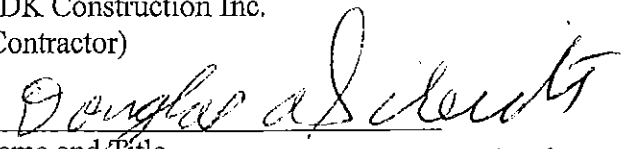
\*

  
David G. Young, President

(Seal)  
ATTEST:

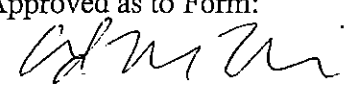
DDK Construction Inc.  
(Contractor)

By:

  
Name and Title

DOUGLAS A SCHEIDT PRESIDENT

Approved as to Form:

  
Assistant Prosecutor

Adam M. Nice



# Resolution

Number 24-1287

Adopted Date October 01, 2024

AUTHORIZING WARREN COUNTY PROSECUTOR'S OFFICE TO INITIATE LITIGATION SEEKING COLLECTION AGAINST A TORTFEASOR WHO CAUSED \$42,934.53 IN DAMAGES TO A COUNTY BRIDGE AND GUARDRAIL SYSTEM ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, on August 26, 2023, a tortfeasor drove off the right side of the road, crashing into the guardrail then continuing and striking posts on East Pekin Road Bridge No. 53-4.46, causing severe damage to the structure and appurtenances thereto, before ending up in the road ditch; and

WHEREAS, the County Engineer's Office incurred \$42,934.53 in costs to repair the bridge and guardrail system; and

WHEREAS, the County Engineer's Office has been unsuccessful in collecting from the tortfeasor or his insurer, as the claim is underinsured and even though the insurer carrier would pay its policy limits, being the minimum insurance required by Ohio's FRA (\$25,000.00), the insurer refuses to do so without the County releasing the tortfeasor, hence, the County Engineer recommends that the County Prosecutor initiate litigation to collect the full amount incurred.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Warren County, Ohio, at least a majority of its members casting a vote concur as follows:

1) Authorize the Warren County Prosecutor's Office to initiate litigation by filing the attached complaint in the Warren County Court of Common Pleas seeking collection from the Tortfeasor in the amount of \$42,934.53 incurred by the County Engineer's Office for severe damage to East Pekin Road Bridge No. 53-4.46 and guardrail.

2) All action taken relating to, and this Resolution, occurred in an open meeting of the Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

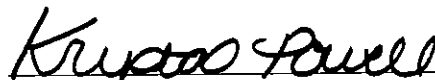
3) This resolution shall take effect immediately.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Engineer (file)  
Prosecutor (file)

Litigation file  
Commissioners' file

RESOLUTION #24-1287  
OCTOBER 01, 2024  
PAGE 2

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 24-1287 adopted October 1, 2024, by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

# Resolution

Number 24-1288

Adopted Date October 01, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SOFTWARE PILOT AGREEMENT WITH GOVWORX ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to authorize the President of the Board to execute software pilot agreement with GovWorx, on behalf of Warren County Emergency Services, for an annual subscription to the following modules of the CommsCoach product, evaluations, audio transaction, key word search, review queues, reports, and evaluator feedback. Copy of said agreement attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—GovWorx  
Emergency Services (file)



# Warren County Communications Center (OH) - CommsCoach

Warren County Communications Center (OH)  
Lebanon, OH

Reference: 20240815-104927672  
Quote created: August 15, 2024  
Quote expires: September 16, 2024  
Quote created by: Scott MacDonald

Melissa Bour  
melissa.bour@wcoh.net  
5136951772

scott@gov-worx.com  
+13032490621

### Comments from Scott MacDonald

GovWorx is pleased to present this quote for pilot use of software. The discount applied is an annual discount. Pilot customer will never pay commercial price.

### Products & Services

Item & Description	Quantity	Unit Price	Total
CommsCoach Annual Subscription CommsCoach QA is an annual subscription to the following modules of the CommsCoach product; Evaluations, Audio Transcription, Key Word Search, Review Queues, Reports and Evaluator feedback.	1	\$42,000.00 /year	\$15,000.00 /year after \$27,000.00 discount for 1 year
CommsCoach Emotion Detection CommsCoach Emotion Detection is an annual subscription to identify key emotions in the voice from 911 audio.	1	\$10,000.00 /year	\$0.00 /year after 100% discount for 1 year

Item & Description	Quantity	Unit Price	Total
CommsCoach SIM CommsCoach SIM is an annual subscription for a library of AI-based voice simulated calls tied to coaching activities and skills assessments. Includes full library of scenarios, data entry screen, transcription, evaluation, and reporting of simulated calls.	1	\$10,000.00 / year	\$0.00 / year after 100% discount for 1 year
CommsCoach Dashboard GovWorx will work with Warren County to incorporate their needs and feedback into the finalization of a dashboard that can run independently in the center to show leader boards and scores by individual leaders and shifts.	1	\$0.00	\$0.00
Annual subtotal			\$15,000.00 after \$47,000.00 discount
One-time subtotal			\$0.00
<b>Total</b>			<b>\$15,000.00</b>

**Purchase terms**

This form creates a binding contract on the parties. Unless otherwise agreed in a written agreement between GovWorx Inc. and Customer, this Quote (Order Form) and the services to be provided are subject to the terms and conditions attached hereto.

The Effective Date shall be the date of signature below unless otherwise defined in this order form or other agreement.

**Customer**

\* [Signature]  
Signature

David G. Young  
Printed name

President  
Title  
10-1-24

**GovWorx**

[Signature]  
Signature

Scott MacDonald  
Printed name

President  
Title  
9/6/2024  
Date

APPROVED AS TO FORM

[Signature]  
Derek B. Faulkner  
Asst. Prosecuting Attorney

## TERMS OF SERVICE

## WARREN COUNTY

9-6-2024

You agree that by placing an order through a GovWorx standard ordering document such as a "Quote", "Order Form", "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term you agree to follow and be bound by the terms and conditions set forth herein, called "Order Form" in this document.

1. **Provision of Services.** Subject to the terms of this Agreement GovWorx hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that GovWorx's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of date of signature on an applicable Order Form (Effective Date) unless otherwise indicated on the Order Form.
2. **SaaS Subscription.**
  - a) **Subscription Grant.** "SaaS Applications" means each proprietary GovWorx software-as-a-service application that may be set forth on an Order Form and subsequently made available by GovWorx to Customer, and associated components as described in any written service specifications made available to Customer by GovWorx (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, GovWorx hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes;(these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of GovWorx or its affiliates. In addition, you may not access the SaaS for any competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule, unless otherwise specified on the Order Form..
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make



available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within GovWorx Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of GovWorx's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. If any amount owing by Customer is more than 30 days overdue, GovWorx may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Except as otherwise specifically stated in the Order Form, GovWorx may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term, unless otherwise specified in the Order Form..
- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on GovWorx's net income or those exempt by applicable state law. Customer shall provide GovWorx with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon GovWorx's request therefor.

5. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. GovWorx may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, GovWorx, or any third party. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other GovWorx Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to GovWorx under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement after expiration or termination of this Agreement GovWorx may remove Customer Data from GovWorx Services.

6. Maintenance; Modifications; Support Services.

- a) Maintenance, Updates, Upgrades. GovWorx maintains GovWorx' cloud and software infrastructure for the Services and is responsible for maintaining the GovWorx operation and GovWorx database security. GovWorx may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying GovWorx software that GovWorx makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying GovWorx software such as platform updates, and major product enhancements and/or new features that GovWorx makes commercially available. GovWorx shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. GovWorx will provide Customer thirty (30) days notice of any Upgrade with additional cost. Should Customer not accept the Upgrade cost, it may terminate this Agreement at any time prior to the effective date of the Upgrade without penalty to Customer

- b) Support. Phone support for the Services is available to Customer Monday through Friday, from 8:00 AM through 5:00



## GovWorx

PM Central Time, excluding GovWorx holidays. Customer may submit a request for email support for the Services 24 hours a day, seven days a week, and the GovWorx support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

- c) **Limitations.** Unless otherwise specified in the Order Form, this Agreement does not obligate GovWorx to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
7. **GovWorx Intellectual Property.** GovWorx shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by GovWorx including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of GovWorx and all proprietary rights embodied therein (collectively, the "GovWorx Intellectual Property"). This Agreement does not convey or transfer title or ownership of the GovWorx Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by GovWorx. Other than recommendation use or as required by law, all use of GovWorx trademarks must be pre-approved by GovWorx prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
8. **Data Processing and Privacy.**
- a) **Customer Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to GovWorx by Customer or provided by a third party to GovWorx in connection with GovWorx's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by GovWorx. GovWorx Intellectual Property, including but not limited to the Services and all derivative works thereof, GovWorx Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants GovWorx a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. GovWorx reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if GovWorx otherwise reasonably believes any such content is in violation of this Agreement.
- b) **Platform Data.** "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. GovWorx shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges GovWorx may compile Platform Data based on Customer Data input into the Services. Customer agrees that GovWorx may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
- c) **Model Training.** Customer Data will be used solely for the purposes of providing the contracted services. Under no circumstances will Customer Data be used to train any large language models (LLMs) or other artificial intelligence (AI) systems, either by the Company or by any third party engaged by the Company.
- d) **Data Model Retention.** Customer Data processed by an AI model, including but not limited to large language models (LLMs), will not be retained or stored within the AI model after processing is completed.
- e) **Data Responsibilities.**
- i) GovWorx will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by GovWorx personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for GovWorx to rely upon the security processes and measures utilized by GovWorx's cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. GovWorx will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services.

APPROVED AS TO FORM

  
Derek B. Faulkner  
Asst. Prosecuting Attorney





PM Central Time, excluding GovWorx holidays. Customer may submit a request for email support for the Services 24 hours a day, seven days a week, and the GovWorx support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

- c) **Limitations.** Unless otherwise specified in the Order Form, this Agreement does not obligate GovWorx to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
7. **GovWorx Intellectual Property.** GovWorx shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by GovWorx including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of GovWorx and all proprietary rights embodied therein (collectively, the "GovWorx Intellectual Property"). This Agreement does not convey or transfer title or ownership of the GovWorx Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by GovWorx. Other than recommendation use or as required by law, all use of GovWorx trademarks must be pre-approved by GovWorx prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
8. **Data Processing and Privacy.**
- a) **Customer Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to GovWorx by Customer or provided by a third party to GovWorx in connection with GovWorx's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by GovWorx. GovWorx Intellectual Property, including but not limited to the Services and all derivative works thereof, GovWorx Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants GovWorx a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. GovWorx reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if GovWorx otherwise reasonably believes any such content is in violation of this Agreement.
- b) **Platform Data.** "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. GovWorx shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges GovWorx may compile Platform Data based on Customer Data input into the Services. Customer agrees that GovWorx may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
- c) **Data Responsibilities.**
- i) GovWorx will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by GovWorx personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for GovWorx to rely upon the security processes and measures utilized by GovWorx's cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. GovWorx will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services.
- d) **Breach Notice.** GovWorx will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of GovWorx's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.



- e) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on GovWorx's systems using the then existing features and functionality of the Services, GovWorx will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by GovWorx, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, GovWorx will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and GovWorx disclaims all liability in connection with such determination. In addition, to the extent Customer requests that GovWorx retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, GovWorx disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
9. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that GovWorx is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. GovWorx makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. GovWorx may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits GovWorx to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, GovWorx will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
10. **Insurance.** GovWorx agrees, at its own expense, to maintain in full force and effect, the following insurance coverages with reputable insurers that are licensed to do business in the jurisdiction(s) where the Company operates.
- a) **General Liability Insurance:** GovWorx shall carry a General Liability insurance policy(ies) with no interruption of coverage during the entire term of this Agreement. The insurance shall have the following minimum limits: Each occurrence limit: One Million Dollars (USD \$1,000,000). General aggregate limit: Two Million Dollars (USD \$2,000,000).
- b) **Cyber and Data Risk Protection:** The Company shall maintain Cyber and Data Risk insurance with minimum limits of: Each claim and/or event: One Million Dollars (USD \$1,000,000). Aggregate: One Million Dollars (USD \$1,000,000).
- c) **Proof of Insurance:** The Company shall provide certificates of insurance evidencing the coverages required by this section. Such certificates shall indicate that the Customer will be notified in the event of a cancellation or material change in the insurance policy(ies).
- d) **Additional Insured:** Customer shall be named as an additional insured on the General Liability policy, with the same primary coverage as the principal insured. No policy of General Liability coverage that provides only excess coverage for additional insured is permitted.
- e) The Company further agrees that if any General Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, GovWorx shall continue such policy in effect for the period of any statute or statutes of limitations applicable to claims thereby insured, notwithstanding the termination of the Agreement
11. **Nondisclosure.**
- a) **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. GovWorx Confidential Information includes the GovWorx Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own



confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

12. Representations, Warranties, and Disclaimers.

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Service Performance Warranty.** GovWorx warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. GovWorx DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GOVWORX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** GovWorx DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE GOVWORX SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH GOVWORX WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, GOVWORX CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, GOVWORX DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

13. Liability.

- a) Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

14. Limitations of Liability.

- a) **Exclusion of Damages.** To the maximum extent permitted by applicable law, in no event will either party be liable under or in connection with this agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, including for any: (a) loss of production, use, business, revenue, or profit or diminution in value; (b) impairment, inability to use or loss, interruption or delay of the services; (c) loss, damage, corruption or recovery of data, or breach of data or system security; (d) cost of replacement goods or services; (e) loss of goodwill, loss of business opportunity or profit, or loss of reputation; or (f) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, regardless of whether such persons were



advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose..

- b) Cap on Monetary Liability. Except for damages arising out of liability which cannot be lawfully excluded or limited, or customer's obligations to make payment under this agreement, the total aggregate liability of either party for any and all claims against the other party under this agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, shall not exceed the amount of all payments actually received by GovWorx from customer in connection with this agreement in the 12 month period preceding the date of the event initially giving rise to such liability. The existence of one or more claims will not enlarge the limit.
15. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to GovWorx requesting copies of documents maintained by GovWorx or otherwise requesting GovWorx to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, GovWorx will invoice Customer for its out-of-pocket costs associated with compliance with such request, including but not limited to GovWorx's reasonable attorneys' fees.
16. Publicity. Unless otherwise provided in the applicable Order Form, GovWorx may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
17. Force Majeure. Except for Customer's payment obligations to GovWorx, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
18. Independent Contractor: No Third Party Beneficiary: Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit GovWorx to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. GovWorx may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
19. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Warren County, OH.
- b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) GovWorx at the address specified in the applicable Order Form.
- d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
- e) Assignment. Neither Customer nor GovWorx may not assign this Agreement without the express written approval of the other Party GovWorx Any attempt at assignment in violation of this Section shall be null and void.
- f) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring



construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.



# Resolution

Number 24-1289

Adopted Date October 01, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO ENTER INTO SOFTWARE LICENSING AGREEMENT WITH MICROSOFT CORPORATION ON BEHALF OF WARREN COUNTY INFORMATION TECHNOLOGY

BE IT RESOLVED, to authorize the President of the Board to enter into a Software Licensing Agreement with Microsoft Corporation on behalf of Warren County Information Technology; copy of said agreement is attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: c/a—Microsoft Corporation  
Auditor (file)  
Information Technology (file)

**Program Signature Form**

MBA/MBSA number		5-0000011936931
Agreement number	5947243	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.


This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Product Selection Form	2723141.003 PSF
Enterprise Amendment	M97 (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

**Customer**

Name of Entity (must be legal entity name)\* Warren County IT

Signature\* 

Printed First and Last Name\* David G. Yang


Printed Title\* President

Signature Date\* 10.1.24

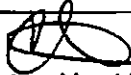

Tax ID

\* indicates required field


**APPROVED AS TO FORM**



Adam M. Nice  
Asst. Prosecuting Attorney

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 <b>Microsoft</b> Microsoft Corporation SEP 11 2024 Callie Moore Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date <small>(date Microsoft Affiliate countersigns)</small>	
Agreement Effective Date	
<small>(may be different than Microsoft's signature date)</small>	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature* 	David G. Young President 10-1-24
Printed First and Last Name*	
Printed Title	
Signature Date*	

\* Indicates required field

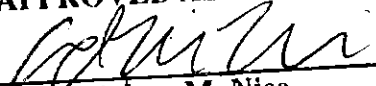
Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

\* Indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

**APPROVED AS TO FORM**  
  
 Adam M. Nice  
 Asst. Prosecuting Attorney





## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	85326880	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	86717311		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

### ***Terms and Conditions***

#### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
  - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
    - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i)** Government Community Cloud Services will be offered only within the United States.
  - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** Warren County IT

**Contact name: First\* Middle Last\*** Joshua Miller

**Contact email address\*** Joshua.Miller@co.warren.oh.us

**Street address\*** 406 Justice Drive

**City\*** Lebanon

**State\*** OH

**Postal code\*** 45036-2385 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 513-695-1684

**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).



**Contact name:** First\* Joshua Middle Last\* Miller  
**Contact email address\*** Joshua.Miller@co.warren.oh.us  
**Street address\*** 406 Justice Drive  
**City\*** Lebanon  
**State\*** OH  
**Postal code\*** 45036-2385 -  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** 513-695-1684

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

\* indicates required fields

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name:** First\* Joshua Middle Last\* Miller  
**Contact email address\*** Joshua.Miller@co.warren.oh.us  
**Phone\*** 513-695-1684

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

\* indicates required fields

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SHI International Corp.  
**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave  
**City\*** Somerset  
**State\*** NJ  
**Postal code\*** 08873-4145  
**Country\*** United States  
**Contact name\*** Christal Ramagado\*  
**Phone\*** 1-888-764-8888

**Contact email address\*** Christal\_Ramagado@shi.com

\* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** Christal Ramagado\*

**Printed name\*** Christal Ramagado\*

**Printed title\***

**Date\***

\* indicates required fields

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

## Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** Warren County IT

**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	86717311		

Proposal ID

2723141.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAU License Model
Enterprise	743	743	1.0	User Licenses

Products	Enterprise Quantity
<b>Office 365 Plans</b>	
O365 G1 GCC	113
O365 G3 GCC	630

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	630	743	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

**Note 1:** Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

**Note 2:** If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



### Amendment to Contract Documents

Enrollment Number

5-0000011936931

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
U4S-00002	O365 G1 GCC Sub Per User	113	0
AAA-11894	O365 G3 GCC Sub Per User	630	0
4ES-00001	EOA Exchange Online GCC Sub Per User	113	0
3NS-00003	Exchange Online P2 GCC Sub Per User	391	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	743

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)( WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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# Resolution

Number 24-1290

Adopted Date October 01, 2024

APPROVING AMENDMENT NO. 3 TO THE CONTRACT WITH ARAMARK CORRECTIONAL SERVICES, LLC TO PROVIDE FOOD SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve Amendment No. 3 to the contract with Aramark Correctional Services, LLC to provide food services, as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a –Aramark Correctional Services  
Sheriff (file)



**Amendment No. 3 to Operating Agreement**

**THIS AMENDMENT NO. 3** (the "Amendment"), is entered into this 11 day of September, 2024 by and between **Warren County Board of Commissioners**, located at 406 Justice Drive, Lebanon, Ohio 45036 ("County"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 ("**Aramark**").

**WHEREAS**, County and Aramark entered into an Operating Agreement dated October 1, 2021 for the management of the food service operation at the Warren County Jail, (as amended, the "**Agreement**"); and

**WHEREAS**, the parties acknowledge the need to address volatility in the cost of food commodities; and

**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective October 1, 2024 (the "Effective Date").

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** Pursuant to Paragraph 6, "Term of the Agreement", the term of the Agreement shall be renewed for a one (1) year period, effective from October 1, 2024 through September 30, 2025.

2. **Price Adjustment:** In accordance with Paragraph 3(B) of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on **Attachment A-1**. This price shall be effective from October 1, 2024 through September 30, 2025, and shall supersede in all respects the price per meal set forth in the Agreement or in any other prior agreements between the parties.

3. **Release:** The methodology used to determine the price increase described above has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

4. **Ratification:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

**Aramark Correctional Services, LLC**

**Warren County Board of Commissioners, OH**

By: 

Name: Stephen Yarsinsky

Title: Vice President, Finance

By: 

Name: David G. Yang

Title: President

**APPROVED AS TO FORM**

  
**Derek B. Faulkner**  
Asst. Prosecuting Attorney

Attachment A-1  
Warren County, OH  
Effective October 1, 2024 through September 30, 2025

<b>Inmate Population</b>		<b>Price Per Meal**</b>	
<b>250</b>	<b>274</b>	<b>\$</b>	<b>1.680</b>
<b>275</b>	<b>300</b>	<b>\$</b>	<b>1.624</b>
<b>301</b>	<b>325</b>	<b>\$</b>	<b>1.615</b>
<b>326</b>	<b>350</b>	<b>\$</b>	<b>1.597</b>
<b>351</b>	<b>375</b>	<b>\$</b>	<b>1.576</b>
<b>376</b>	<b>400</b>	<b>\$</b>	<b>1.555</b>
<b>401</b>	<b>425</b>	<b>\$</b>	<b>1.543</b>
<b>426</b>	<b>450</b>	<b>\$</b>	<b>1.503</b>
<b>451</b>	<b>475</b>	<b>\$</b>	<b>1.467</b>
<b>476</b>	<b>500</b>	<b>\$</b>	<b>1.435</b>
<b>Staff Meals</b>		<b>\$</b>	<b>5.21</b>

\*The total number of Inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

# Resolution

Number 24-1291

Adopted Date October 01, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH RACK & BALLAUER EXCAVATING COMPANY, INC. FOR THE CONSTRUCTION OF THE STATE ROUTE 48 – MAINEVILLE WATERMAIN REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #24-0711 adopted June 4, 2024, this Board entered into a Contract with Rack & Ballauer Excavating Company, Inc. for the construction of the State Route 48 – Maineville Watermain Replacement Project; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to amend the contract with Rack & Ballauer Excavating Company, Inc. to accommodate a change in the scope of work; and

WHEREAS, a Change Order and Purchase Order Decrease are necessary in order to accommodate said change.

NOW THEREFORE IT BE RESOLVED, to approve Change Order No. 1 to the Contract with Rack & Ballauer Excavating Company, Inc. decreasing Purchase Order No. 24001804 by \$14,648.14 and creating a new Contract and Purchase Order price in the amount of \$636,551.86, as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
c/a—Rack & Ballauer Excavating Company, Inc.  
Water/Sewer (file)  
Project File



Warren County  
Water & Sewer Dept.

406 Justice Drive  
Lebanon, Ohio 45036  
Phone: (513) 695-1377  
FAX (513) 695-2995

# CHANGE ORDER

DATE: September 19, 2024

Change Order Number 1

Project Name: State Route 48 – Maineville Watermain Replacement Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Downtime due to encountering an unknown 16" casing pipe. Contractor encountered an unknown 16" pipe where the existing 8" watermain should have been located resulting in a stoppage of work while the County investigated to determine what the pipe was.	\$1,238.00	
2	Non-Preform 92 feet of 12-inch watermain		\$16,652.00
3	Relocation of watermain tie-in on north side of project site	\$876.40	

Sums of the ADDITIONS & DELETIONS

\$2,003.86

\$16,652.00

TOTALS FOR THIS CHANGE ORDER

**\$14,648.14**

Attachments:

- Attachment 1 – 7/29/2024 Change Order Request
- Attachment 2 – 8/27/2024 Change Order Request

Original contract price \$651,200.00 .

Current contract price adjusted by previous change orders \$651,200.00.

The Contract price due to this change order will be increased/decreased.

The New contract price including this change order will be \$636,551.86.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect, and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Scott Z  
Contractor's Signature

9/25/24  
Date

Recommended By:  
Matthew R. Helbert  
Warren County Water & Sewer

9/25/2024  
Date

\* [Signature]  
Warren County Commissioner

10-1-24  
Date

\* [Signature]  
Warren County Commissioner

10-1-24  
Date

\_\_\_\_\_  
Warren County Commissioner

\_\_\_\_\_  
Date





# Resolution

Number 24-1292

Adopted Date October 01, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/24/24 and 9/26/24 as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: Auditor

# Resolution

Number 24-1293

Adopted Date October 01, 2024

## APPROVING VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

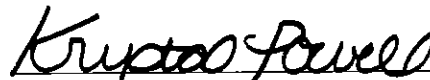
- Marketplace of Hamilton Township – Hamilton Township

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File  
RPC



# Resolution

Number 24-1294

Adopted Date October 01, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO WATER REVENUE FUND  
#5510

WHEREAS, the Water and Sewer Department, due to current needs and price increases, needs to supplement the 2024 budget appropriations; and

WHEREAS, a supplemental appropriation is necessary to accommodate said costs.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation:

\$150,000.00            into    55103200-5400            (Purchased Services)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

mbz

cc: Auditor   
Supplemental App. file  
Water/Sewer (file)

# Resolution

Number 24-1295

Adopted Date October 01, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS FUND  
#11011110

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 12,000.00 from #11011110-5320 (Genl BOCC Capital Purchase)  
into #11011110-5317 (Genl BOCC Non Capital Purchase)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor              
Appropriation Adjustment file  
Commissioners file  
OMB

# Resolution

Number 24-1296

Adopted Date October 01, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT  
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00      from #11011116-5910      (Other Expense)  
                 into #11011116-5114      (Overtime)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

AW/

cc: Auditor              
Appropriation Adjustment file  
Economic Development (file)

# Resolution

Number 24-1297

Adopted Date October 01, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$41,000.00 from #11011600-5320 (Capital Purchases)  
into #11011600-5310 (Vehicles Capital Outlay)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor              
Appropriation Adj. file  
Facilities Management (file)

# Resolution

Number 24-1298

Adopted Date October 01, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00    from    #11012810-5320    (Capital Purchases)  
                  into    #11012810-5850    (Training/Education)

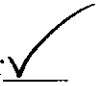
Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc:    Auditor   
          Appropriation Adj. file  
          Telecom (file)

# Resolution

Number 24-1299

Adopted Date October 01, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /  
COMMUNICATIONS FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

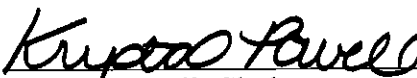
\$1,000.00      from    #11012850-5102      (Regular Salaries)  
                 into    #11012850-5317      (Non-Capital Purchase)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc:    Auditor ✓  
         Appropriation Adjustment file  
         Emergency Services (file)

# Resolution

Number 24-1300

Adopted Date October 01, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN RECORDER'S OFFICE  
FUND #2216

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00      from    #22161160-5317      (Non-Capital Purchase)  
                         into    #22161160-5940      (Travel)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

lo/

cc: Auditor  \_\_\_\_\_  
Appropriation Adjustment file  
Recorder (file)

# Resolution

Number 24-1301

Adopted Date October 01, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SOLID WASTE  
MANAGEMENT DISTRICT FUND #2256

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,200.00	from	22564410-5998	(Reserve/Contingency)
	into	22564410-5400	(Purchased Services)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/sh

cc: Auditor              
Appropriation Adj. file  
Solid Waste (file)



# Resolution

Number 24-1302

Adopted Date October 01, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY CONSTRUCTION  
PROJECT FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$350,000.00 from #44673730-5320 (Capital Purchases)  
into #44673700-5320 (Capital Purchases)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor              
Appropriation Adj. file  
Facilities Management (file)

# Resolution

Number 24-1303

Adopted Date October 01, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
COURTS BUILDING PROJECT FUND #4494

BE IT RESOLVED, to approve the following appropriation adjustment:

\$60,000.00 from #44943729-5317 (Non-Capital Purchases)  
into #44943729-5320 (Capital Purchases)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor    
Appropriation Adj. file  
Facilities Management (file)

# Resolution

Number 24-1304

Adopted Date October 01, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR  
TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize  
Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones -- absent  
Mr. Young -- yea  
Mr. Grossmann -- yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc:

Commissioners' file

# REQUISITIONS

Department	Vendor Name	Description	Amount	
ENG	DDK CONSTRUCTION INC	ENG DRY RUN ROAD BRIDGE	\$ 399,807.70	*bid project/ contract in packet
ITD	SHI INTERNATIONAL CORP	ITD OFFICE 365 MAINT REN	\$ 197,648.60	*software/ contract in packet
SHE	TIM LALLY CHEVROLET INC	SHE 2024 CHEVROLET TAHOES PPV	\$ 98,238.00	*vehicles/ state contract
WAT	BECKMAN ENVIRONMENTAL SERV INC	SEW 30HP EBARA PUMPS FOR VARIOUS	\$ 38,610.00	*capital purchase/ sole provider
EMS	EMS GOVWORX	EMS ANNL SUB TO COMMSCOACH	\$ 15,000.00	*contract in packet

## PO CHANGE ORDERS

Department	Vendor Name	Description	Amount	
WAT	RACK AND BALLAUER EXCAVATING CO	WAT SR 48 WATERMAIN PROJ	\$ 14,648.14	*decrease/ contract in packet
WAT	ELECRIC MOTOR TECHNOLOGIES	WAT REPLACE MOTR #4 AT DEARTH	\$ 611.00	*increase

10/1/24 APPROVED BY:

  
 \_\_\_\_\_  
 Martin Russell, County Administrator

# Resolution

Number 24-1305

Adopted Date October 01, 2024

AUTHORIZING THE WARREN COUNTY PROSECUTOR'S OFFICE TO NEGOTIATE THE TRANSFER OF RESPONSIBILITY OF FISCAL OPERATIONS OF THE CHILD ADVOCACY CENTER OF WARREN COUNTY FROM DAYTON CHILDREN'S HOSPITAL TO WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, this Board assisted in forming the Child Advocacy Center of Warren County [hereinafter "CACWC"], and has a representative on its Executive Steering Committee, pursuant to a memorandum of understanding last executed by the Core Members of the Executive Steering Committee on February 10, 2014, [hereinafter "MOU"]; and

WHEREAS, said MOU designated Dayton Children's Hospital as the legal entity responsible for the fiscal operations of the CACWC, and refers to Dayton Children's Hospital as the "fiscal agent" of the CACWC; and

WHEREAS, there is a desire of the Core Members of the Executive Steering Committee to change the designation of legal entity responsible for the fiscal operations of the CACWC from that of Dayton Children's Hospital to this Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Warren County, Ohio, at least a majority of its members casting a vote concur as follows:

1) Authorize the Warren County Prosecutor's Office to negotiate the transfer of responsibility of fiscal operations of the Child Advocacy Center of Warren County from Dayton Children's Hospital to the Warren County Board of County Commissioners and prepare any necessary legal documents for said transfer of responsibility and continuation of operations of the Child Advocacy Center of Warren County for review and execution by this Board.

2) All action taken relating to and this Resolution occurred in an open meeting of the Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

3) This resolution shall take effect immediately.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
Krystal Powell, Clerk

cc: Commissioners' file  
Prosecutor (file)  
Child Advocacy Center

CERTIFICATION

RESOLUTION #24-1305  
OCTOBER 01, 2024  
PAGE 2

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 24-1305 adopted October 1, 2024, by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

# Resolution

Number 24-1306

Adopted Date October 01, 2024

TERMINATING THE EMPLOYMENT OF DOYLE JOHNSON, DEPUTY CHIEF OPERATOR, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Doyle Johnson, Deputy Chief Operator, within the Water and Sewer Department, was charged with multiple Group I, Group II, and Group III, offenses, in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, the above-named employee was provided an opportunity to have a pre-disciplinary conference in an effort to allow him due process rights; and

WHEREAS, said conference was held on August 22, 2024, and the Hearing Officer substantiated all charges; and

WHEREAS, Mr. Johnson has been disciplined multiple times during a two-year period in accordance with the Warren County Personnel Policy Manual following progressive discipline; and

WHEREAS, due to the recent substantiated charges and prior progressive discipline, the Sanitary Engineer recommends termination of said employee.

NOW THEREFORE BE IT RESOLVED, in accordance with the Warren County Personnel Policy Manual, that the employment of Doyle Johnson, Deputy Chief Operator, within the Water and Sewer Department, be terminated effective October 4, 2024; and

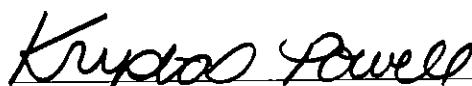
BE IT FURTHER RESOLVED, this action shall become a part of Mr. Johnson's personnel file.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

cc: Water and Sewer (file)  
Doyle Johnson's Personnel File  
OMB-Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-1307

Adopted Date October 01, 2024

RESCINDING RESOLUTION #24-1171, ADOPTED SEPTEMBER 10, 2024, SETTING A PUBLIC HEARING TO CONSIDER TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE INITIATED BY THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, on September 10, 2024, this Board adopted Resolution #24-1171 setting a public hearing to consider text amendments to the Warren County Rural Zoning Code initiated by the Warren County Board of Commissioners; and

WHEREAS, it is necessary to adopt a resolution to initiate the text amendment process prior to setting a public hearing.

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #24-1171, adopted September 10, 2024, setting a public hearing to Consider Text Amendments to the Warren County Rural Zoning Code initiated by the Warren County Board of Commissioners.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 1<sup>st</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: RPC  
RZC  
Hearing file