

# Resolution

Number 23-0626

Adopted Date May 23, 2023

APPROVE PAY INCREASE FOR DAVID RENTZ, WASTEWATER TREATMENT PLANT TECH, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Rentz has obtained his CDL license with the required N endorsement; and

WHEREAS, the Sanitary Engineer has requested Mr. Rentz receive a four (4) percent increase as outlined in the department work rules, and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for David Rentz, Wastewater Treatment Plant Technician within Warren County Water and Sewer Department, to \$21.21 per hour, effective pay period beginning May 20, 2023.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
D. Rentz's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-0627

Adopted Date May 23, 2023

## APPROVE A TEMPORARY PAY INCREASE FOR CONNOR DAVIS AND JOHN KENDRICK WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Superintendent over Sewer Distribution is off due to an extended medical leave and the Deputy Sanitary Engineer has recommend temporary increases for the two foremen, Connor Davis and John Kendrick as they are taking on the necessary duties to keep the division running effectively and efficiently while the superintendent is out; and

NOW THEREFORE BE IT RESOLVED, to approve the temporary pay increase for Connor Davis to \$38.28 per hour and for John Kendrick \$36.60 per hour within the Water and Sewer Department effective pay period beginning May 20, 2023.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR:

cc: Water and Sewer' file  
C. Davis' Personnel file  
J. Kendrick's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-0628

Adopted Date May 23, 2023

## ADVERTISE FOR BIDS FOR THE 2023 PIER WALL PROJECT

BE IT RESOLVED, to advertise for bids for the 2023 Pier Wall Project for the County Engineer;  
and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the Warren County website, beginning the week of June 11, 2023; bid opening to be June 28, 2023 @ 9:00 a.m.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 23-0629

Adopted Date May 23, 2023

ENTER INTO AN AGREEMENT WITH CBTS TECHNOLOGY SOLUTIONS, INC. FOR ENTERPRISE BACKUP SYSTEM FOR WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution #23-0220, adopted February 21, 2023, this Board authorized the initiation of negotiations with CBTS Technology Solutions, LLC, for Enterprise Backup System relative to Warren County Telecommunications; and

WHEREAS, all required documentation has been submitted by the vendor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with CBTS Technology Solutions, LLC, 221 East Fourth Street, Cincinnati, Ohio 45202 for Enterprise Backup System for Warren County Telecommunications; for a total price of \$256,606.27 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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a—CBTS Technology Solutions, LLC  
Telecom (file)



CBTS Service Contract

# MASTER SERVICES, PRODUCTS, AND LICENSE AGREEMENT

This Master Agreement (the "Agreement") is made as of the date of last execution below (the "Effective Date") and entered into by and between CBTS Technology Solutions LLC, a Delaware limited liability company for itself, its affiliates, and subsidiaries ("Company"), and Warren County, Ohio, ("Customer").

WHEREAS, Company and Customer wish to establish and/or continue a business relationship covering: (i) the provision of a variety of information technology/IT and telecommunications services ("Technological Services") and related staff augmentation or other professional services ("Professional Services" and together with Technological Services, collectively "Services"), (ii) the purchase of IT or telecommunications equipment ("Products"), and/or (iii) the licensing of software ("Software");

WHEREAS, the specific parameters and conditions of the provision of those Services, Products and Software will be set forth in separate documents attached hereto or executed from time to time pursuant hereto (the "Related Agreements"), including, without limitation, Statements of Work, Service Schedules, Hardware Quotes, and Bills of Materials; and

WHEREAS, Company and Customer wish to set forth in this Agreement certain terms and provisions that will govern the Company-Customer relationship and the Related Agreements, and the sale or license by Company and the acquisition by the Customer of the Services, Products and Software.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, Company agrees to provide to Customer and Customer agrees to acquire from Company the Services and/or Products and/or Software on the terms and conditions set forth in this Agreement and in the applicable Related Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CBTS Technology Solutions LLC**

**Customer: Warren County, Ohio**

By: [Signature]

By: [Signature]

Print Name: DAN MADONIK

Print Name: Shannon Jones

Title: Director

Title: President

Date: 5/12/2023

Date: 5.23.23

Address for Legal Notices:  
CBTS Technology Solutions LLC  
221 East Fourth Street  
Mail Stop 103-1090  
Cincinnati, Ohio 45202  
Attn: Legal Dept.  
Email: CBTSLegal@cbts.com

Address for Legal Notices:  
Warren County Telecommunications  
500 Justice Drive  
Lebanon, OH 45036  
Attn: \_\_\_\_\_

**APPROVED AS TO FORM**

[Signature]

**Adam M. Nice  
Asst. Prosecuting Attorney**

1. **Scope of Agreement.** Each Related Agreement will include applicable prices or fees, and will specify the Services, Products, or Software to be delivered by Company. Customer and Company agree that the terms and conditions of this Agreement will apply to all Services, Products, or Software provided to Customer, and each executed Related Agreement will be deemed incorporated into and made part of this Agreement.

The terms of this Agreement will prevail over any contrary provision in a Related Agreement unless the Related Agreement explicitly states that it prevails over this Agreement.

Subsidiaries and affiliates of Company, and any other current or future direct or indirect subsidiaries of the Cincinnati Bell Inc. parent company (together with Company, the "Affiliated Legal Entities") may transact business under this Agreement in their own names, and this Agreement, including all rights, benefits and obligations, shall extend and inure to the benefit of each such Affiliated Legal Entity. To the extent an Affiliated Legal Entity other than Company executes a Related Agreement with Customer, this Agreement shall be construed and interpreted with respect to the Services covered therein as if the Agreement had been executed directly between such Affiliated Legal Entity and Customer. For purposes of clarity, no Affiliated Legal Entity shall be responsible for, or assume any liability of, any other legal entity transacting business under this Agreement.

2. **Term.**

- 2.1 The term of this Agreement will commence on the Effective Date and will continue in full force and effect for the duration of each applicable Related Agreement executed hereunder, unless earlier terminated pursuant to the terms herein ("Term"). The execution of new Related Agreements following the expiration of the Term shall reinstate the terms of this Agreement.
- 2.2 Each Related Agreement will set forth an initial term of service. Unless explicitly stated otherwise in a Related Agreement, after the initial term, the Related Agreement will automatically renew on a month-to-month basis until terminated by either party upon thirty (30) days written notice to the other party except that Company may adjust pricing and fees at any time and from time to time.

3. **Change Request; Change Authorization.**

- 3.1 Customer may request a change to any Service under an applicable Related Agreement (a "Contract Change Request" or "CCR") at any time. The CCR must describe the proposed modification(s) to the Services and identify the priority of the request. By submitting a CCR, Customer authorizes Company to perform the required work to make the change. Company, however, reserves the right to review (e.g., to determine if the change is contemplated by, or within the scope of the Services covered by, an existing Related Agreement) and to approve, reject, or further negotiate the CCR. In the event that the CCR requires additional work by Company or affects delivery timelines, Company shall advise of the cost and timeline impact of the changes set out in the CCR for Customer's approval. The parties shall mutually execute each Contract Change Request.
- 3.2 If Customer owes Company a past due undisputed amount for Services, Products and/or Software, Company may, in its discretion, cease to accept or process any Change Requests. Alternatively, Company may, in its sole discretion, require pre-payment from Customer to cover the cost of performing any Change Request. These rights are in addition to all other rights and remedies provided for in this Agreement or the Related Agreement or at law or in equity.

4. **Purchase Orders, Acceptance, and Cancellation.**

- 4.1 Customer may order Products, Software and/or Services from Company by submitting a valid Purchase Order generated by Customer, specifying the Products, Software and/or Services, quantities, and applicable pricing, on the condition that when required by Company, Customer will also execute an applicable Related Agreement for the order.
- 4.2 Customer warrants and represents that the Products, Software and/or Services purchased from Company are not for resale purposes but are purchased for Customer's own use. If during the Term of this Agreement Customer resells any Product, Software and/or Service purchased from Company, Company may at its election immediately suspend service to Customer and terminate this Agreement or any Related Agreement.
- 4.3 Company will notify Customer promptly if Customer's Purchase Order contains inaccuracies or if Products, Software or Services are unavailable, or available but at a different price. Once a Purchase Order is accepted by Company, and, where applicable, the Related Agreement is signed, Company will process the order. All Products and Software are subject to availability at the time of order acceptance. Customer acknowledges and understands that (i) Product backorders are not uncommon for Products in high demand; (ii) manufacturers periodically discontinue Products and Software and introduce new models or versions; and (iii) Company has no control over the timing of any Product or Software obsolescence, discontinued availability, or price changes.

- 4.4 The parties agree that any terms or conditions in Customer's purchase order or other document issued by Customer which are additional to or different than the terms and conditions in this Agreement or in a Related Agreement are not binding on Company, whether or not the additional or different terms would materially alter this Agreement.
- 4.5 Customer may cancel an order, in whole or in part, only with the written consent of Company. If Company so consents, Customer acknowledges that it will be responsible for any actual out-of-pocket expenses incurred by Company as a result of Customer's cancellation (including but not limited to fees for restocking, cancellation, and shipping) which Company will pass through to Customer without any markup.
5. **Delivery, Inspection, Acceptance and Returns.**
- 5.1 Products will be shipped FOB Origin unless otherwise specified with standard shipping charges added to the invoice. As Company is not the manufacturer of Products, Company cannot guarantee delivery by a set date, but all Products will be delivered on a commercially reasonable basis. Customer may request expedited delivery, where available, for an additional charge. Title and risk of loss pass to Customer upon delivery to the freight carrier at origin.
- 5.2 Customer shall inspect Products upon delivery and must notify Company of any damaged Products received within fifteen (15) days of delivery. Company will exchange or replace damaged Products in accordance with the Company Returns Policy, a copy of which is available from Company upon request, as such policy may from time to time be modified at the sole discretion of Company, and/or the then current return policy of the applicable manufacturer (collectively, the "Return Policies"). Company will accept return of new, unopened, non-configured Product in accordance with the Returns Policies. Custom made Products, special order items and cables cannot be returned unless defective. In the event of a conflict in terms, the applicable manufacturer return policy will supersede the Company Returns Policy.
6. **Invoices; Taxes; Payment.**
- 6.1 For Services, Customer will pay to Company the one-time (non-recurring) charges and/or the monthly (recurring) charges as set forth in the applicable Related Agreement. Unless otherwise specified in the applicable Related Agreement, Company will render invoices on a monthly basis.
- 6.2 For Product or Software purchases, Company will send an invoice to Customer when Products or Software licenses are shipped to Customer. The charges for Company-performed configuration (if any), shipping, or other specified charges will be added to the Company invoice.
- 6.3 Customer will pay all applicable taxes, regulatory fees, interexchange carrier charges, and surcharges relating to the Services, Products, and Software (including but not limited to sales, use, value added, personal property, and USF) other than taxes based on Company' net income. If Customer is tax exempt, Customer shall provide Company with a copy of its tax exemption certificate before Company begins invoicing.
- 6.4 Invoices are due and payable in U.S. dollars within thirty (30) days of the date on the invoice, unless the parties otherwise agree in writing. Payments not received by the due date are considered past due. Company reserves the right to impose a late charge of one and one-half percent (1½%) per month (18% per annum)(but not more than the maximum rate permitted by law) on all undisputed past due amounts. Company reserves the right to suspend performance of Services and/or suspend delivery of Products or Software if Customer owes an undisputed past due amount to Company, and to pursue any other right or remedy that Company may have in law or equity. Customer acknowledges and agrees that restrictive endorsements or other statements on checks will not be binding on Company.
- 6.5 If Customer in good faith disputes any portion of a Company invoice, Customer shall, within thirty (30) days following the invoice date, remit to Company full payment of the undisputed portion of the invoice, and notify Company in writing of such dispute in sufficient detail to identify and substantiate the disputed amount. If Customer does not report a billing dispute within sixty (60) days following the invoice date, Customer shall have waived its right to dispute that invoice. Company and Customer agree to use their respective commercially reasonable efforts to resolve any billing dispute within thirty (30) days after Company receives written notice of the dispute from Customer. Any disputed amounts subsequently resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Company will be due within fourteen (14) days of the resolution of the dispute.
7. **Security Interest.** Company hereby reserves a purchase money security interest in the Products and Software to secure payment of the purchase price, license fees and any related installation charges. The security interest will continue in effect until such amounts are paid in full by Customer.



8. **Export Control.** Customer acknowledges that the export of certain Products or Software is subject to laws of the U.S. and foreign governments, including the export control restrictions contained in the U.S. Export Administration Act. Customer warrants that it shall not export any Product or Software without obtaining all required government authorizations and licenses, and shall comply with all applicable export control laws.
9. **Software Licenses.** All Software distributed or licensed by Company is subject to applicable license agreements (i.e., End User License Agreement or "EULA") between the Software publisher and Customer. Company will convey to Customer the requisite license rights and EULA terms and conditions with respect to the Software, as applicable. Customer's compliance with any Software publisher EULA is Customer's responsibility. Customer agrees to comply with and be bound by the terms and conditions of the applicable EULA. If any Software is subject to shrink-wrap, click-through, on screen or similar license agreements that must be accepted during any installation or configuration service performed for Customer by Company, Customer shall accept the terms of such agreements and/or authorizes Company to accept the terms of such agreements on behalf of Customer.
10. **Product and Software Warranties and Exclusions; Assumption of Risk.**
- 10.1 Company shall pass through to Customer all Product and Software warranties from the equipment manufacturer or software publisher to the extent permitted by such manufacturer or publisher, which will be described in separate documents or on the manufacturer's or publisher's website. Company does not provide any additional warranties on Products or Software. Company can assist Customer with obtaining extended warranties or service or support agreements, where available, on purchased Products and Software at Customer's request.
- 10.2 Unless otherwise expressly provided in this Agreement or in an applicable Related Agreement, Company is not the manufacturer or developer of any Product or Software, and Company makes no warranties, express or implied, with respect to any Product or Software. SPECIFICALLY, BUT WITHOUT LIMITATION, COMPANY DISCLAIMS AND MAKES NO WARRANTY TO CUSTOMER, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FREEDOM FROM INFRINGEMENT CLAIMS OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCT OR SOFTWARE.
- 10.3 Customer shall cooperate with and assist Company by providing to Company such information and access to Customer's facilities, equipment, databases, software (collectively, "CPE"), personnel and other resources as may be required and/or described in the applicable Related Agreement, or as Company may reasonably request that is required for Company to implement and/or perform the Services. Company will comply with Customer's physical security and safety regulations at Customer's site as provided to Company in advance. Unless provided as part of the Service pursuant to a Related Agreement, Customer shall solely be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of any CPE that is necessary to receive the Services. Customer is solely responsible for ensuring that all CPE is compatible with Company' equipment where required to provide the Services. Company is not responsible for any changes to the Services that render CPE incompatible or necessitate an update or upgrade to the CPE.
- 10.4 All material, equipment, or software required for Customer to use the Services, Products or Software and made available to Customer by Company ("Company Provided Equipment") shall at all times be and remain the exclusive property of Company (or its third party providers). Upon termination or expiration of the applicable Related Agreement, Customer shall return the Company Provided Equipment to Company in good working condition at Customer's expense, normal wear and tear excepted. The Company Provided Equipment does not include the Products or Software purchased pursuant to this Agreement or the CPE. Customer shall be responsible for the loss of or damage to the Company Provided Equipment except if caused by the negligence or willful misconduct of Company or its third party providers.
- 10.5 In addition, unless explicitly provided therein, the warranties in Section 10.1 do not cover and Customer is liable for the cost of services required to repair damages, malfunctions, or failures caused by: (i) Customer's failure to follow Company' or the manufacturers' written operation or maintenance instructions as applicable and provided to Customer or published on the manufacturer's website; (ii) Customer's unauthorized repair, modifications, or relocation of Company Provided Equipment or the attachment of any non-Company Provided Equipment; and (iii) Customer's abuse, misuse or negligent acts.
- 10.6 Customer is responsible for: (i) use of the Services by its authorized users and any unauthorized access that occurs other than as a result of Company' negligence or wilful misconduct; (ii) ensuring its users use the Services in accordance with any acceptable use policy established by Company from time-to-time, any applicable EULA, and in compliance with all applicable laws and regulations; and (iii) providing the necessary power and other infrastructure at Customer's locations as required to receive the Services.

10.7 Company is not responsible for its inability to provide the Services to the extent caused by Customer's failure to comply with its obligations under this Agreement or any Related Agreement.

11: Service Warranties and Exclusions.

11.1 Company warrants to Customer that the Services will be performed in a workmanlike and professionally diligent manner by qualified individuals and that the Services will (for the term of the applicable Related Agreement) materially conform to all requirements and specifications identified in the applicable Related Agreement.

11.2 If Company fails to perform any Professional Services as warranted, Customer shall notify Company promptly of such (and in no event later than fifteen (15) days after the date such nonconforming Professional Services were rendered) with a reasonably detailed description of the nature of the nonconformity. Within thirty (30) days after receipt of such written notification, as Customer's sole remedy, Company will re-perform such nonconforming Professional Services at no additional charge to Customer or, if such re-performance fails to provide Professional Services as warranted, Company will refund any fees paid to Company to the extent attributable to such nonconforming Professional Services.

11.3 EXCEPT AS STATED ELSEWHERE IN THIS AGREEMENT, ALL TECHNOLOGICAL SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. NOTWITHSTANDING ANYTHING STATED IN THIS AGREEMENT OR IN ANY RELATED AGREEMENT, COMPANY DISCLAIMS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE LIABLE TO THE EXTENT THAT A SERVICE BREACH RESULTS FROM ANY ACT OR OMISSION OF CUSTOMER, ITS EMPLOYEES, OR AGENTS.

11.4 In the event that Company (or an applicable third party manufacturer, publisher or service-provider in the case of third party Products, Software or Services) chooses to end of life any of the Products, Software or Services provided to Customer, Company will provide Customer with reasonable notice of such intention and will work with the Customer to migrate to a comparable alternative Product, Software or Service. If Customer chooses not to so migrate then the applicable Related Agreement shall be terminated effective as of the end of life date (or such other date as Company and the Customer may reasonably agree on) without the requirement for Customer to pay any early termination fees.

12: Limitation of Liability.

12.1 To the maximum extent permitted by law, the limitations set forth in this Section 12 will apply to any and all claims and causes of action, regardless of whether such claims arise in contract, tort (including, without limitation, Company's negligence), strict liability, indemnification or any other legal theory. Furthermore, Customer acknowledges that Company has agreed to the applicable pricing and negotiated this Agreement in reliance upon the limitations of liability and disclaimers of warranties contained in this Agreement and that such limitations and disclaimers form an essential basis of the bargain between the parties.

12.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY UNDER ANY CLAIM OR CIRCUMSTANCE (INCLUDING WITHOUT LIMITATION ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR INTERRUPTION OR LOSS OF USE, LOSS OF DATA, LOST PROFITS OR REVENUES, OR LOST GOODWILL) ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 Notwithstanding anything contained herein or elsewhere, with respect to any claims or causes of action arising from any actual or alleged breach by Company of this Agreement or any Related Agreement or in any way related to any Services, Products, or Software, the recovery and damages available to Customer shall be limited to, and Company's maximum exposure shall not exceed, the following: (i) for Technological Services, an amount equal to the monthly recurring charges paid by Customer during the preceding six (6) months for the Technological Services at issue, (ii) for Professional Services, an amount equal to the fees paid by Customer for the Professional Services at issue, and (iii) for Products or Software, an amount equal to the purchase price or license fees paid by Customer for the Products or Software at issue. This limitation of liability is cumulative and not per incident.

13: Indemnification.

13.1 Any indemnification related to claims of infringement by Products or Software must come from the equipment manufacturer or software developer, as applicable.

- 13.2 If Customer is, or in Company' reasonable judgment may be, the subject of a valid third party claim of infringement against Customer which relates to any Technological Service provided by Company then Company shall, in its sole discretion, do any of the following as Customer's sole and exclusive remedy: (i) provide substantially similar substitute Technological Service(s); (ii) obtain, at Company' expense, rights as required to continue to provide the Technological Service(s); or (iii) terminate Customer's right to receive the Technological Service(s) and refund to Customer the monthly recurring charges paid for the infringing Technological Service(s) under the affected Related Agreement, pro-rated over the number of months which have elapsed since the effective date of the Related Agreement.
- 13.3 Paragraph not used.
- 13.4 **LIABILITY.** 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.
- 13.5 Paragraph not used.
14. **Independent Contractor.** Company shall perform its obligations under this Agreement and the Related Agreements as an independent contractor and not as an employee of Customer. Neither party will have, with respect to the other party or any of its employees, consultants or subcontractors, any obligation with respect to worker's compensation, insurance, social security, withholding tax nor any other expense customarily paid by an employer with respect to an employee. Nothing contained herein shall create or be construed as creating a partnership, joint venture, agency, or any similar relationship between Company and Customer. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.
15. **Non-Solicitation.** Throughout the Term of this Agreement and for a period of one (1) year thereafter, both parties agree not to directly solicit or hire any of the other party's employees with whom it has had contact in connection with the performance of this Agreement, unless the hiring party obtains the prior written consent of the other party. Should a party hire an employee or agent of the other party through employment or otherwise within this time period without the other party's prior written consent, the hiring party shall immediately pay as liquidated damages to the other party an amount equal to the employee's or agent's then current annual compensation. The restrictions in this Section will not preclude the parties from employing any such person who contacts the other party through his or her own initiative, or pursuant to a generally circulated public advertisement or other employment search.
16. **Confidential Information.** During the term of this Agreement and for five (5) years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any Related Agreement or any confidential or proprietary information disclosed by the other party ("**Confidential Information**"). Confidential Information includes all Personal Information, information that ought to reasonably be deemed confidential, or that is labeled, marked or identified as either "Confidential" or "Proprietary". Notwithstanding the foregoing, all information concerning Company' pricing, technical, scientific, and financial information is hereby deemed to be Confidential Information regardless of whether it is marked as such. Confidential Information may not be disclosed to any person or entity except to the recipient's employees, contractors, lenders and/or other advisors who have a need to know and who are bound in writing to protect the information from unauthorized use or disclosure. The recipient shall use the Confidential Information only for the purposes of this Agreement and shall protect it from disclosure using the same degree of care used to protect its own confidential or proprietary information, but in no event less than a reasonable degree of care. Confidential Information does not include any information which: (i) was already known to the receiving party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third party without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing party. Further, the recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order, or pursuant to the Ohio Public Records Act. The recipient, however, shall take all reasonable steps to give the disclosing party sufficient prior notice to contest such request, requirement or order. Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed upon request of the disclosing party or termination of this Agreement.
17. **Personal Information; Consent to Use.** To the extent that the Services require Company to have access to Customer Data that includes Personal Information of Customer or its affiliates and subsidiaries (including any Personal Information concerning its or their respective employees and customers), the following provisions apply. Customer represents and warrants that it has secured the necessary consents and authorizations required under applicable law for Company to use such Personal Information in the context of the provision of the Services.

- 17.1 Definitions. Capitalized terms used in this Section 17 shall have the meanings set forth in this Section 17.1.
- 17.1.1 "Authorized Persons" means Company' employees, contractors, agents, and auditors who have a need to know or otherwise access Personal Information to enable Company to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.
  - 17.1.2 "Personal Information" means information that Customer provides or for which Customer provides access to Company, or information which Company creates or obtains on behalf of Customer, in accordance with this Agreement that: (i) directly or indirectly identifies an individual; or (ii) can be used to authenticate an individual. Customer's business contact information is not by itself Personal Information.
  - 17.1.3 "Data Breach" means a breach of security leading to the unlawful or unauthorized access to or disclosure or acquisition of Personal Information.
- 17.2 Company Obligations. Company will: (i) comply with the terms and conditions set forth in this Section 17; (ii) be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons; and (iii) use and disclose Personal Information only for the purposes for which Customer provides the Personal Information, or access to it, pursuant to the terms and conditions of this Agreement, and not use or otherwise disclose or make available Personal Information for Company's own purposes without Customer's prior written consent.
- 17.3 Customer Obligations. Customer will: (i) comply with the terms and conditions set forth in this Section 17; (ii) be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession; (iii) comply with any applicable laws and regulations and use only secure methods, according to accepted industry standards, when transferring or otherwise making available Personal Information to Company; and (iv) treat Company' Information Security Policy, as defined in Section 17.4.2 as Confidential Information under this Agreement.
- 17.4 Information Security. Company will comply with applicable laws and regulations in its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information. Company will employ reasonable security measures to protect Personal Data in accordance with the National Institute of Standards and Technology (NIST) 800-53 Cybersecurity Framework. If, in the course of its performance under this Agreement, Company has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information on Customer's behalf, Company will comply with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, as applicable.
- 17.5 Data Breach Procedures. Company maintains a cyber-incident breach response plan in accordance with Company' Information Security Policy ("Cyber Incident Response Plan") and will implement such plan on the occurrence of a Data Breach. Unless prohibited by law enforcement activities, Company will notify Customer of a Data Breach as soon as reasonably practicable, after Company becomes aware of it. Immediately following Company' notification to Customer of a Data Breach, the parties will coordinate with each other, as necessary, to investigate the Data Breach in accordance with Company' current Cyber Incident Response Plan.
- 17.6 Controls Review or Audit. At least once per year, Company will obtain a security controls review or audit performed by an independent third party based on recognized industry standards. Company will make results of such controls review or audit ("Audit Materials") available to Customer upon request and will timely address noted exceptions. Any such Audit Materials are Confidential Information of Company and shall be subject to the confidentiality requirements and obligations in Section 16.
- 17.7 Return or Disposal of Personal Information. Upon termination or expiration of this Agreement, Company will promptly return to Customer or securely dispose of all Personal Information in its possession or in the possession of Authorized Persons. If Company is not reasonably able to return or securely dispose of Personal Information, including, but not limited to, Personal Information stored on backup media, Company will continue to protect such Personal Information in accordance with the terms of this Agreement until such time that it can reasonably return or securely dispose of such Personal Information.
18. Access From/Transfer To/Storage in United States. Company may transfer Customer Data, including Personal Information, to Canada for processing by Company as may be required for the provision of the Services. Customer represents

and warrants that it has provided any required notice or secured necessary consents and/or authorizations as required by applicable law for Company to transfer Customer Data to, access Customer Data from, or store Customer Data within Canada.

19. **Offsite Storage of Customer Data.** In connection with the protection of Customer's Data, Company may contract with a third party for the offsite storage of Customer's Data. Customer hereby authorizes Company to store Customer Data at a location other than a Company data center, and any such offsite storage shall not be deemed to be a breach of the confidentiality provisions.
20. **Customer Proprietary Network Information (CPNI).** Under U.S. law, Customer has a right and Company has a duty to protect the confidentiality of information regarding the telecommunications services Customer buys from Company, including the amount, type, and destination of Customer's service usage; the way Company provides services to Customer; and Customer's calling and billing records (collectively, "Customer Propriety Network Information" or "CPNI"). Customer hereby consents to Company sharing its CPNI with the Company Legal Entities, as well as Company agents and authorized sales representatives, to develop or bring new products or services to Customer's attention; Customer further agrees that the foregoing parties may communicate these new products and services via email. This consent survives the termination of Services provided to Customer and is valid until Customer affirmatively revokes or limits such consent. In addition, Company may monitor Customer's use of the Services as required for legal or regulatory purposes or as required to provide the Services.
21. **Regulatory Service Agreements and Tariffs.** The terms and conditions of this Agreement and any Related Agreement are in addition to the applicable regulations and rates set forth in any applicable regulatory service agreements and tariffs. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, the parties agree to negotiate in good faith to resolve the conflict.
  - 21.1 **Robocalling And Traceback Efforts.** As required by the Federal Communications Commission ("FCC") statutes, rules, regulations and orders ("FCC Rules"), Customer agrees to:
    - 21.1.1 Not to engage in unwanted calls – including illegal and spoofed robocalls;
    - 21.1.2 Cooperate in all traceback investigations in a timely manner (i.e., first response within 24-hours after request), for the purpose of identifying the upstream provider from which a suspected unwanted call entered Company's network; and/or identifying Customer's own end user if the unwanted call originated in Customer's network.
  - 21.2 Company has the right to comply with all FCC Rules, which may include early termination of the Service or other remedial action, without liability to Customer.
22. **Injunctive Relief.** Any breach or threatened breach of a party's obligations under this Agreement or any Related Agreement (including its obligation to protect Confidential Information) could cause irreparable harm to the non-breaching party, the financial amount of which would be extremely difficult to estimate. Accordingly, it is agreed that injunctive relief is appropriate for any such breach or threat of such breach. Such remedy will not be deemed to be the exclusive remedy for any such breach but will be in addition to all other remedies at law or in equity.
23. **Intellectual Property; License.** The Services incorporate and include certain intellectual property rights of Company and its licensors, embodied in hardware, software, documentation, support and employee expertise ("Intellectual Property"). For the Term of, and for purposes of, the applicable Related Agreement for Services, in addition to any licensing terms set out in a EULA applicable to the Intellectual Property, Customer shall have a limited, non-exclusive, non-transferable license to this Intellectual Property solely for Customer's use of the Services. The Intellectual Property or any derivative or by-product thereof may not be used, sub-licensed, re-sold, rented, or distributed by Customer to any other party. Customer hereby agrees that it will not: (i) decompile, reverse engineer, disassemble, or otherwise reduce the Intellectual Property to a human-perceivable form; (ii) modify, destroy, rent, lease, loan, sell, or distribute all or any part of the Intellectual Property; (iii) create derivative works based in whole or in part upon the Intellectual Property; (iv) disclose to any third party any unique ideas or elements developed by Company which are reflected in the Services, the manner by which the Services operate, or the content of the Services; (v) assist the development of competing Services using the Intellectual Property, or (vi) knowingly permit any other firm or individual to take or perform any action that Customer, in this Section, has agreed not to take. Customer shall have no right, title or interest in or to any network address or identifier (such as IP address or host name) that Company uses in the course of providing Services to the Customer and agrees that Company may change any such address or identifier by providing notice to Customer. Company shall have no ownership rights in any content or data Customer transmits or stores using the Services, however Customer acknowledges that Company may remove content or data from the Services if required pursuant to applicable law. To the extent that the Services require Company to have access

to Customer's intellectual property, Customer grants Company a royalty-free, transferable and sub-licensable license to use the Customer's intellectual property solely for the purposes of providing the Services.

24. **Trademarks; Service Marks; Name and Advertising.** Each party acknowledges that it will acquire no rights in any trademark, service mark, trade name, or other Intellectual Property used or owned by the other party by reason of this Agreement and will take no action that violates this acknowledgement. Neither party will use any trademark, service mark, trade name, nor other Intellectual Property used or owned by the other party without the prior written consent of such other party. Each party will submit to the other party all advertising, press releases, and other publicity matters relating to this Agreement in which such other party's name or mark is mentioned or language from which the connection of the name or mark may be inferred or implied and will not publish or use such advertising, sales promotion, press releases, or publicity matters without the other party's prior written approval.
25. **Assignment; Subcontracting.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, upon written notice to the other party, assign its rights and obligations under this Agreement to one or more of its affiliates or subsidiaries or to any party acquiring substantially all of its assets. If Customer is merged with, acquired by, or acquires a competitor of Company then Company shall have the option to terminate this Agreement upon such merger or acquisition. Company may subcontract any or all of the Services to be performed under this Agreement with the prior written consent of the Customer (such consent shall not be unreasonably withheld), provided, however, Company shall remain responsible for the performance of such subcontractors and their adherence to this Agreement or Related Agreements. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of both parties.
26. **Notices.** All notices hereunder must be in writing and will be conclusively deemed to have been received by a party hereto if: delivered personally to such party; or sent by recognized overnight courier service or e-mail with tracking capabilities, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth on page 1 or to such other address as either party may give to the other in writing for such purpose. All notices will be effective upon receipt. Changes to the addresses of the parties must be given in accordance with the foregoing methods and will be deemed effective upon receipt.
27. **Dispute Resolution; Binding Arbitration.** Paragraph not used.
28. **Termination.**
- 28.1 Either party may terminate this Agreement or any Related Agreement if the other party fails to perform or comply with any material term or condition of this Agreement or any Related Agreement and such failure continues un-remedied for thirty (30) days after the defaulting party's receipt of written notice thereof from the non-defaulting party specifying the failure. In addition, Company may suspend Services or terminate this Agreement and any Related Agreement if Customer fails to pay any undisputed amount which is due to Company under this Agreement or any Related Agreement within fifteen (15) days after receipt of written notification from Company of non-payment. Company may also terminate this Agreement and any Related Agreement immediately if Customer engages in any misuse of the Products, Software or Services, or practices which are illegal. In addition to Company other rights and remedies, Company may in its sole discretion assess all termination fees and charges described in Section 28.3 if Company terminates this Agreement under this Section. Any accrued rights to payment and other remedies for breach of this Agreement will survive termination of this Agreement and any Related Agreement, regardless of the cause for termination.
- 28.2 Either party shall have the right to terminate this Agreement or any Related Agreement immediately, without further obligation or liability, if: the other party becomes insolvent or ceases its normal business operations; voluntary or involuntary proceedings are commenced under any bankruptcy, reorganization, or other similar laws of any jurisdiction by or against the other party; any order is made or any resolution is passed for the winding up, liquidation, or dissolution of the other party; a receiver is appointed for it or its property; any of its goods or properties are taken in execution; or, it makes a general assignment for the benefit of creditors.
- 28.3 Customer may terminate this Agreement or any Related Agreement for convenience at any time upon thirty (30) days written notice to Company. Unless otherwise expressly provided in an applicable Related Agreement, if Customer terminates this Agreement or a Related Agreement for convenience prior to the end of the Term, Customer is responsible for: (i) one hundred percent (100%) of all deferred payments and a pro-rata portion of any charges previously waived by Company; (ii) one hundred percent (100%) of all non-cancellable or non-refundable third party charges incurred as a result of the termination; (iii) all incurred or outstanding expenses for Products delivered or Services performed up to the effective date of cancellation or termination. Customer will pay such amounts owed and termination fees within thirty (30) days after

the termination date. Customer acknowledges that these termination fees are a genuine pre-estimate of the damages Company will incur as a result of the termination.

- 28.4 If Company reasonably deems it necessary as a result of a substantiated concern relating to Company' networks or its provision of services to other customers, Company may at any time and without notice restrict or suspend Customer's access to the Services.
29. **Survival.** All provisions of this Agreement which expressly or by their nature are intended to survive termination or expiration of this Agreement will survive termination or expiration of this Agreement.
30. **Governing Law and Jurisdiction; Limitations.** This Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or relating to the subject matter of this Agreement, will be governed by the laws of the State of Ohio, without regard to its conflicts of law principles. The parties agree that any legal action or proceeding with respect to this Agreement or any Related Agreement will be brought and maintained only in the courts of Warren County, Ohio or the United States District Court for the Southern District of Ohio, and each party submits to the jurisdiction of such courts. The parties waive to the fullest extent permitted by law any objection (including inconvenience of forum) they may now or hereafter have to the venue in any such action or proceeding in any such court. Any arbitration or legal action between the parties arising under this Agreement or any Related Agreement must be filed within two (2) years after the occurrence of the event giving rise to such cause of action.
31. **Entire Agreement; Amendments.**
- 31.1 This Agreement and any Related Agreement(s) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all proposals, oral or written, all negotiations, discussions, and all past dealings between the parties relating to the subject matter hereof. Each party acknowledges and agrees that no employee, officer, agent, or representative of the other party has the authority to make any representations, statements, or promises in addition to or different than those contained in this Agreement and any Related Agreement, and that it is not entering into this Agreement or any Related Agreement in reliance upon any representation, statement, or promise of the other party not expressly stated in this Agreement or any Related Agreement.
- 31.2 This Agreement may be amended only in writing, executed by an authorized representative of each party.
32. **Force Majeure.** Except for the obligation to make payments for amounts due, neither party shall be liable to the other nor deemed in default of this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented due to a Force Majeure event. The term "**Force Majeure**" means an occurrence that is beyond the reasonable control of the party affected and occurs without its fault or negligence, including but not limited to acts of God, fire, explosion, earthquake, flood, storm, lightning, or other similar catastrophe; vandalism; cable cut; cyber-attack; any law or regulation of any governmental entity, court, or civil or military authority having jurisdiction over either of the parties; national emergencies, terrorism, insurrections, riots or wars; strikes or lockouts; or manufacturers' shortages or constraints. In the event of such a delay or inability to perform, the time for performance will be extended for a period of time equal to the length of the Force Majeure event. Notwithstanding the foregoing, if Company is unable to deliver Services for seven (7) consecutive days due to a Force Majeure event, Customer shall not be obligated to pay Company for the affected Services for so long as Company is unable to deliver.
33. **Legality; Enforceability.** If any provision contained in this Agreement is held to be invalid or illegal in any respect, such invalidity or illegality will not affect any other provision hereof, this Agreement will be construed as nearly as possible to reflect the original intentions of the parties, and all other provisions will remain in full force and effect.
34. **Request for Information.** Paragraph not used.
35. **Publicity.** Customer agrees that Company may use Customer's name in a reasonable manner for the purpose of references, presentations, and Customer identification lists, brochures, manuals and marketing.
36. **No Third-Party Beneficiaries.** This Agreement and all Related Agreements are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement or any Related Agreement.
37. **Waiver.** The waiver by a party of any breach of this Agreement by the other party will not operate as a waiver of subsequent breaches of the same or different kind. The failure of a party to exercise any rights under this Agreement in a particular instance will not operate as a waiver of such party's right to exercise the same or different rights in subsequent instances. No

course of dealing or failure by any party to strictly enforce any term, right or condition of this Agreement or any Related Agreement will be construed as a waiver of such term, right or condition.

38. **Contract Components**: The Request for Sealed Proposals for an Enterprise Backup System and its related documents, including the written questions, CBTS' answers to those questions, CBTS' proposal, shall become part of this Agreement to the extent that CBTS provides such services to Customer. Notwithstanding the foregoing, no performance bond shall be required for this Agreement.
39. **Election of Remedies**. Except as otherwise expressly stated, the rights and remedies of a party with respect to any failure of the other party to comply with the terms or conditions of this Agreement (including, without limitation, termination rights) are not exclusive, and the exercise thereof will not constitute an election of remedies.
40. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which will be an original and all of which together will constitute one and the same agreement.
41. **Headings**. Headings are for convenience of reference only and will in no way affect interpretation of this Agreement.



**COHESITY, INC.  
END USER LICENSE AGREEMENT**

Please contact [legal@cohesity.com](mailto:legal@cohesity.com) with any questions regarding this document.

COHESITY, INC. (TOGETHER WITH ITS AFFILIATES, "COHESITY") AGREES TO SUPPLY AND/OR LICENSE CERTAIN OF ITS PRODUCTS TO YOUR BUSINESS OR ORGANIZATION ("CUSTOMER") ONLY IF (A) YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND CUSTOMER AND (B) YOU ACCEPT AND AGREE ON BEHALF OF CUSTOMER TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS IN THIS COHESITY END USER LICENSE AGREEMENT (THIS "EULA", OR "AGREEMENT", INCLUDING ALL DOCUMENTS INCORPORATED HEREIN BY REFERENCE), WHICH SHALL BE DEFINITELY EVIDENCED BY YOUR SIGNATURE ON A TANGIBLE COPY OF THIS LICENSE.

- **Software-Defined Business Model:** Cohesity is a software-defined data management company for enterprise and organizations. Cohesity supports customer choice with respect to on-premises hardware, EDGE, cloud and virtual environments, or any certified hybrid utilization of the foregoing. As a result, the Cohesity distributed file system (DataPlatform™) may be executed on any number of certified hardware and software configurations. Other Cohesity Software (such as DataProtect™) and third-party applications may then be run on top of, or in collaboration with, DataPlatform. Cohesity Software may be supplied with Cohesity Platforms and/or third-party supported hardware, or no hardware at all (such as virtual or cloud-only use cases).

- **Indirect Sales:** Cohesity transacts *all* sales – whether for hardware, a subscription (or license) to Software, or a contract for support and maintenance or other Services – through our global network of channel distribution and resale partners. Customers will receive quotes from, and place any Orders for Cohesity Products with, a Cohesity Partner. As a result, this Agreement does not contain any terms dealing with payment, invoicing, taxation, importation, shipment/delivery and the like, as all of those terms are between the Customer and Cohesity Partner.

- **This Agreement covers Software, not SaaS:** This Agreement covers our core Cohesity Platforms and Software offerings (DataPlatform, DataProtect, and related Software). The Customer controls all access to such Software, whether it resides on Customer's premises, in Customer's data center environment, or in Customer's own public or private cloud, and Cohesity does not host Software on behalf of Customers under this Agreement. To avoid confusion, separate terms and conditions apply to use of Cohesity software-as-a-service offerings ("SaaS Offerings"), which can be agreed either by click-through/clickwrap in the Cohesity interface, or by signing an Addendum to this Agreement (and which are available at [www.cohesity.com/agreements](http://www.cohesity.com/agreements)).

- **Incorporated Documents:** The following documents are incorporated into this Agreement by reference (available at [www.cohesity.com/agreements](http://www.cohesity.com/agreements)):
  - Support and Maintenance Terms and Conditions
  - Scope of License Terms
  - Enhanced Support Services Terms & Conditions (applicable if using Enhanced Support)
  - End-of-Life Terms and Conditions (applicable if using Cohesity Platforms)

Additional documents are available on request from [legal@cohesity.com](mailto:legal@cohesity.com), including our Data Processing Addendum and applicable information security documentation.

#### 1. Definitions.

- a) "Addendum" means an addendum or other writing duly executed by authorized representatives of the Parties referencing and intending to supplement or amend this Agreement (collectively "Addenda");
- b) "Affiliate" means, with respect to a Party, any individual, company, or other entity, directly or indirectly, controlled by, or under common control with, such Party, but, for clarity, excluding those individuals, companies or entities that are controlling such Party;
- c) "Analytics Data" means (i) usage data which may be used to improve Products; and/or (ii) metadata about Products which may be used to automate or perform certain Support functions, but in each case excluding data or software code backed up by (or stored on) Software in Customer's environment;
- d) "Beta Products" means pre-release or early-release Products that Cohesity makes available to select customers before they are made generally available;
- e) "Cohesity Partner" means a Cohesity channel distribution, alliance and/or resale partner that has the right to transact sales of Cohesity Products;

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- f) "**Cohesity Platforms**" mean hardware configurations which are both certified by Cohesity for use with Software and eligible for Support from Cohesity;
- g) "**Confidential Information**" means all financial, business, strategic, technical and/or product information (and any other information that a reasonable person in the technology industry would understand to be confidential), in any form or medium and whether or not marked as confidential – including without limitation this Agreement and any benchmarking or comparative studies involving the Products – disclosed by a Party before or during the term of this Agreement, but excluding (a) information already known by the Recipient without obligation of confidentiality, (b) information that is or becomes publicly known other than through breach of this Agreement, (c) information received by the Recipient from a third party not known (in good faith) by the Recipient to be under an obligation of confidence to the Discloser, and (d) information independently developed by the Recipient without reference to or use of the Discloser's Confidential Information;
- h) "**Discloser**" means a Party or its Affiliate that furnishes Confidential Information to the other Party or its Affiliate;
- i) "**Documentation**" means the operating manuals, user guides and any other documentation which Cohesity generally makes available to its customers (directly or indirectly) in connection with the Products;
- j) "**Enhanced Support**" means enhanced support and/or implementation services Customer may opt to purchase as described in (and subject to) the Enhanced Support Services Terms and Conditions at [www.cohesity.com/agreements](http://www.cohesity.com/agreements) (incorporated herein by reference);
- k) "**Entitlement**" means a Customer's right pursuant to a valid Order to (i) use a Product licensed (or subscribed to) or (ii) receive Services, in each case (i & ii) for a fee and subject to any applicable use, capacity, or other limitations (and "**Entitled**" shall be given its meaning accordingly);
- l) "**Eval**" has its meaning given in Section 5;
- m) "**Hardware**" means Cohesity Platforms, Third-Party Hardware and/or Virtual/Cloud Environments, as applicable;
- n) "**Order**" means a binding order placed by Customer with a Cohesity Partner reflecting a valid Cohesity sales quotation or similar document;
- o) "**Party**" means Cohesity or Customer, as applicable, and collectively the "**Parties**";
- p) "**Personal Data**" means information disclosed hereunder which relates to an identified or identifiable natural person, i.e. one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- q) "**Products**" means all of Cohesity's and its licensors' or suppliers' products, Services, and Software supplied by Cohesity under this Agreement, including Cohesity Platforms and Third-Party Software but excluding (i) other Hardware, and (ii) SaaS Offerings;
- r) "**Recipient**" means the Party or its Affiliate that receives Confidential Information from the other Party or its Affiliate;
- s) "**Representatives**" means, in respect of a Party, (i) its and its Affiliates' employees, and (ii) its representatives and consultants whom a reasonable person in the technology industry would understand not to be Cohesity competitors;
- t) "**Services**" means the Support and Enhanced Support Services, and any other services Cohesity is obligated to provide Customer during the term of this Agreement;
- u) "**Software**" means, collectively, all Cohesity proprietary software and Third-Party Software supplied by Cohesity under this Agreement;
- v) "**Support**" has its meaning given in the Support Terms;
- w) "**Support Portal**" means a support portal made available to Cohesity Support customers;
- x) "**Support Terms**" has its meaning given in Section 6.6;
- y) "**Third-Party Hardware**" means hardware and/or firmware products supplied by a third party and certified for use by Cohesity;
- z) "**Third-Party Software**" means any (i) open source computer software that is made available under licensing terms that allow licensee to copy, use, distribute, and/or create and distribute, modifications and derivative works of such computer software without charge; or (ii) software owned or licensed on a commercial basis by a third party, in each case to the extent supplied by Cohesity under this Agreement (e.g. contained in a Product); and
- aa) "**Virtual/Cloud Environments**" means Cohesity-compatible virtual machines, containers or similar technologies supplied by a third party to run and operate Software, either on premises or in the private or public cloud (e.g. AWS, GCP or Azure).

## 2. General.

**2.1 Scope of Agreement.** This Agreement shall apply to all Cohesity Products. Customer's contractual arrangements with any Cohesity Partner (e.g., any purchase orders) are not part of this Agreement, but Cohesity Products (howsoever obtained by Customer) are subject to this Agreement.

**2.2 Composition of Agreement.** This Agreement includes all of its accompanying text, the documents incorporated herein by reference, and any Addenda hereto, and constitutes the exclusive and entire agreement between Customer and Cohesity on its subject matter.

**2.3 Order of Precedence.** In the event of a conflict between or among this Agreement, the documents incorporated herein by reference, any Addendum hereto and/or an Order, the conflict will be resolved in the following order of precedence: this Agreement; documents incorporated herein by reference; any Addendum hereto; any Order.

**3. Software License.** Cohesity grants Customer a personal, revocable, nonsublicensable, nonexclusive right to use Software (or portions thereof) to which Customer is Entitled, in object code form only, subject to the Cohesity Scope of License Terms and End-of-Life Terms and Conditions found at [www.cohesity.com/agreements](http://www.cohesity.com/agreements) (incorporated herein by reference), payment of the relevant fees, the terms of this Agreement, and all applicable use, capacity, or other limitations specified in writing. For clarity, subscription Entitlements include both a license and Support for the duration of the subscription.

## 4. Restrictions.

- a) Software is not sold but is licensed (or made available via subscription) solely for Customer's use strictly in accordance with this Agreement. Cohesity retains ownership of all copies and Customer will maintain the copyright notice and any other notices that appear on the Product on any copies and media. Except as expressly set forth herein, no rights in or to any intellectual property are transferred, assigned, or licensed under this Agreement.
- b) Customer acknowledges that Products may contain or be distributed with Third-Party Software, use of which shall be governed by current respective licenses for such Third-Party Software, a copy of which is accessible in the product user interface, in the Support Portal, or by emailing [support@cohesity.com](mailto:support@cohesity.com) (or if no license is specified, then subject to this Agreement). Cohesity warrants that it complies with all licenses applicable to Third-Party Software in Products. Additionally, the Products may include certain third-party commercial offerings resold by Cohesity pursuant to a separately-identified SKU in an Order which are subject to supplemental or substitute terms and conditions, subject to being agreed by Customer.
- c) Customer will not (and will not knowingly allow any third party to): (i) alter or remove any of Cohesity's or its licensors', partners', or suppliers' copyright, patent, or other proprietary rights notices or legends appearing on or in the Products; (ii) modify, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of, any Software (except to the extent that applicable law prohibits such restrictions); (iii) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use (or allow others to use) any Software for the benefit of any third party (except as expressly and specifically authorized by Cohesity in writing); (iv) allow the transfer, transmission, export, or re-export of any Product (or portion thereof) in violation of any export control laws or regulations; (v) use or attempt to use portions of the Software without Entitlement; (vi) create more instances of Software (or use Software for greater capacity) than Entitled, or (vii) use Products in conjunction with any hardware, firmware, virtual/cloud environment or other configuration not certified by Cohesity. Notwithstanding the foregoing, Customer may with Cohesity's prior written consent permit a third-party contractor of the Customer to use Products on Customer's behalf so long as Customer procures the contractor's compliance with terms of this Agreement. ***For the avoidance of doubt, Customer may not utilize, host, support or otherwise deploy Products as a service on behalf of any unaffiliated third party without the express written agreement of Cohesity.***
- d) All use of Third-Party Hardware is at Customer's own risk and is Customer's responsibility. Cohesity support contracts may not be sold, assigned or otherwise transferred without Cohesity's written consent.

**5. Evaluation License.** Cohesity may, from time to time, provide Customer with Cohesity Products pursuant to a free or discounted evaluation/testing arrangement ("Eval"). Absent a written arrangement defining the scope of an Eval, a thirty (30) day Eval period shall be assumed. Notwithstanding anything to the contrary, all Evals shall be subject to the following:

- a) Eval license(s) shall be of limited duration and shall expire automatically upon completion of the Eval;

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- b) Upon expiration or termination of an Eval, Customer shall immediately (i) return all Cohesity Platforms under Eval to Cohesity pursuant to the Return Materials Authorization ("RMA") process, and (ii) discontinue use of (and, if possible, destroy) all copies of any Software under Eval, wherever residing;
  - c) All Cohesity Platforms under Eval are Customer's responsibility until safely returned to Cohesity; and
  - d) Customer shall pay Cohesity for damage to, or loss of, Cohesity Platforms while in Customer's possession.
- In addition, if Cohesity provides Customer early access to Beta Products (or other early release functionality), Customer acknowledges and agrees that such access is (i) subject to this Section 5; (ii) on an "as-is" basis (without liability to Cohesity) and without warranty or support, and (iii) may require a separate Entitlement when made generally available.

## 6. Warranties.

### 6.1 General Warranties.

Cohesity warrants to Customer that:

- a) Cohesity uses commercially reasonable efforts to procure (and is responsible for) compliance of its contractors and subcontractors who perform activities hereunder with this Agreement and with applicable laws and regulations; and
- b) Cohesity will not cause Customer to be in violation of any regulation administered by U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC"), and neither any individual, entity, or organization holding any material ownership interest (at least 25% of voting shares) in Cohesity, nor any officer or director of Cohesity, has been determined to be an individual, entity, or organization with whom applicable law prohibits a United States company or individual from dealing (including names appearing on the OFAC Specially Designated Nationals and Blocked Persons List).

### 6.2 Software Warranties.

Cohesity warrants to Customer that:

- a) the Software will operate, for a period of ninety (90) days from the date of availability to Customer, substantially in accordance with, and as described in, the Documentation;
- b) it uses commercially reasonable efforts designed to ensure that, on delivery, the Software will not contain any malware, viruses, worms, Trojan horses, ransomware, spyware, adware, scareware, disabling code, trap door devices or other malicious programs or instructions (but excluding normal agreed license restrictions such as time-limited licenses/subscriptions) intended to: (i) inhibit the use of the Software; (ii) erase, corrupt or modify any data, programs, or information, or (iii) bypass internal or external Customer security measures for the purpose of gaining unauthorized access; and
- c) provided it is used in compliance with this Agreement, the Software shall not obligate Customer to (i) grant a third party any rights to Customer's intellectual property; (ii) cause any portion of the Customer's intellectual property to become subject to any open source or similar license, or (iii) require Customer to make any of its own source code (or derivative works thereof) available to third parties for no fee.

**6.3 Hardware Warranties.** Cohesity warrants that Cohesity Platforms and/or each hardware component thereof will be free from material defect in workmanship (under normal use and conditions) for one (1) year from the date of purchase. This warranty does not apply to (a) expendable or consumable parts, (b) any software contained on the Products or otherwise supplied by Cohesity, (c) Products which are returned in any manner that is not in compliance with Cohesity's then-current RMA policies, (d) any Product from which the serial number has been removed, or (e) any Product that has been damaged or rendered defective for any reason other than caused by Cohesity or a Cohesity-authorized service provider.

**6.4 Services Warranties.** Cohesity warrants to Customer that:

- a) all Services are performed in a professional and workmanlike manner using Cohesity personnel who are familiar with the technology, processes and procedures used to deliver the Services, and
- b) its employees who perform any Services under this Agreement have (to the extent permitted by applicable law) at the time of hiring undergone a background check compliant with the Fair Credit Reporting Acts ("FCRA") and/or other applicable laws and regulations, including:
  - i. Seven-year criminal background check of relevant available records;
  - ii. verification of identity through Social Security numbers or other such identification authentication;
  - iii. verification that such person's name does not appear on the OFAC Specially Designated Nationals and Blocked Persons List, U.S. State Department's Debarred Parties List and Bureau of Industry and Security's Denied Persons List;
  - iv. verification of employment history, educational history; and
  - v. reference checks including work-related references.

**6.5 Mutual Warranties.** Each Party represents and warrants that:

# COHESITY

- a) it has all requisite legal power, and has taken all action necessary, to authorize, execute and deliver this Agreement;
- b) (i) it is aware of, understands, and will comply with, the provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA"), as applicable (collectively the "Acts"); (ii) it will not take any action that might be a violation of the Acts or other applicable anti-corruption laws that prohibit the same type of conduct (including without limitation the making of corrupt payments); (iii) it has, and will have, policies in place sufficient to ensure compliance with the provisions of the Acts, as applicable; and (iv) all amounts paid to Customer by Cohesity hereunder, including without limitation any discounts or credits furnished by Cohesity (if any) shall not be paid or given to any other person, firm, corporation or other entity, except in payment for a bona fide business purpose authorized by this Agreement and incurred in connection with performance hereunder in accordance with applicable law, and
- c) none of its activities under this Agreement is restricted by, contrary to, in conflict with, or ineffective under any law or regulation to which such Party is subject.

## 6.6 Remedies for Breach of Warranty.

- a) Cohesity's sole obligation under the express warranty set forth in Sections 6.2 and 6.3 shall be, at Cohesity's option and expense, to repair or replace the applicable component and/or Product; provided that in the event of a breach of the foregoing warranty within thirty (30) days of shipment, Cohesity will replace any non-compliant Product with a new Product within five (5) business days of notice via its then-current RMA procedure described in Cohesity's standard Support and Maintenance Terms and Conditions (the "Support Terms") found at [www.cohesity.com/agreements](http://www.cohesity.com/agreements) (incorporated herein by reference). After the warranty period, Customer is entitled to receive only the support and maintenance services specified for the applicable support level and term that Customer is Entitled to receive in the Support Terms. Cohesity will use commercially reasonable efforts to provide the support and maintenance services for the Products as, and to the extent described in, the Support Terms.
- b) Customer must contact Cohesity's technical support center within the applicable warranty period to obtain an RMA number as set forth in the Support Terms. In order to obtain warranty services, dated proof of purchase may be required by Cohesity in its sole discretion. Products may not be returned without an RMA number.
- c) Access to Cohesity's technical support center for any and all questions, consultation, deployment assistance, or problem reports regarding the Products shall be provided only pursuant to Customers who have purchased current Support. The warranties hereunder do not provide advance replacement parts.
- d) If Customer believes Cohesity is in breach of the warranties in this Section 6, Customer shall notify Cohesity in writing specifying the breach, following which Cohesity shall have not less than thirty (30) days to remedy same.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL PRODUCTS, SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER, AND COHESITY AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. COHESITY ALSO EXPRESSLY DISCLAIMS AND MAKES NO WARRANTY REGARDING ERROR-FREE USE, NON-INTERRUPTION OF USE OR FREEDOM FROM BUGS. COHESITY WILL HAVE NO LIABILITY FOR THE LOSS OR CORRUPTION OF ANY DATA STORED ON ANY PRODUCT FOR ANY REASON.

## **7. Confidentiality; Proprietary Rights.**

**7.1 Ownership of Confidential Information.** The Confidential Information of the Discloser is and will remain the property and asset of the Discloser. Except for the licenses expressly granted herein, nothing in this Agreement shall be deemed to constitute a license in favor of a Party to any proprietary rights of the other, including, without limitation, any patents, copyrights, trademarks or trade secrets.

**7.2 Confidentiality Obligation.** Except as required by law, the Recipient shall in respect of the Discloser's Confidential Information for the term of this Agreement and three (3) years thereafter (but for trade secrets for so long as it is a trade secret):

- a) hold it in confidence using the care and discretion it uses with its own sensitive information and trade secrets (but no less than reasonable care and discretion);
- b) not intentionally disclose it or information derived from it to any third party other than its Representatives with a business need to know;
- c) not use it, except solely for the purpose contemplated by this Agreement;

# COHESITY

- d) not export or reexport it or any product of it except in compliance with applicable laws and regulations; and
- e) not copy, reverse engineer, or attempt to derive its underlying composition, information, structure or ideas.

The Recipient will procure and be responsible for compliance of its Affiliates and Representatives with this Agreement.

**7.3 Compelled Disclosures.** The Recipient may disclose Confidential Information required by law, order or legal process, provided it uses reasonable efforts to:

- a) promptly notify the Discloser of such requirement;
- b) limit disclosure; and
- c) .

**7.4 Return of Confidential Information.** The Recipient will immediately upon request by the Discloser at any time return or destroy Discloser's Confidential Information, including any reproductions, summaries or extracts, provided however that the Recipient:

- a) unless this Agreement has been terminated, may retain such Confidential Information as it reasonably requires in order to perform its obligations under, and otherwise comply with, this Agreement;
- b) may retain one (1) copy of Confidential Information to the extent required for legal or regulatory purposes; and
- c) will not be required to delete electronic copies of Confidential Information stored in disaster recovery or archival storage.

The Recipient's obligations of confidentiality survive return or destruction of Confidential Information and continue to apply to any Confidential Information retained.

**7.5 Independent Product Development.** This Agreement shall not (provided its terms are complied with) limit a Party's right to:

- a) independently develop or acquire products or services similar to those included in any Confidential Information;
- b) enter any transaction with a third party which owns or has rights to such similar products or services; or
- c) disclose or use general learning, skills or know-how developed by its employees if to do so would not be regarded by a person of ordinary skill in the relevant area as a disclosure or use of Confidential Information hereunder.

**7.6 Unauthorized Use.** The Recipient will notify the Discloser promptly upon discovery of any unauthorized use or disclosure of Confidential Information or other breach of this Agreement, and reasonably cooperate with the Discloser to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. The Recipient acknowledges and agrees that due to the unique nature of the Discloser's Confidential Information, there can be no adequate remedy at law for breach of its obligations hereunder, and such breach may allow the Recipient or third parties to unfairly compete with the Discloser, resulting in irreparable harm. Therefore, if the Recipient or its Representatives breach (or attempt or threaten to breach) this Agreement, the Discloser shall have the right, in addition to any other remedies, to seek equitable and injunctive relief without the requirement of posting a bond or other security.

**8. Personal Data.** Should a Party choose to provide the other from time to time with Personal Data (e.g., the business email address of an employee, for business, Support or other purposes hereunder), the receiving Party shall process such Personal Data only for the purpose for which it was provided and in compliance with this Agreement and laws applicable to such Party. Personal Data shall be treated as Confidential Information for so long as it remains in the receiving Party's possession. If Customer is legally required, due to its location or other factors, to conclude a data processing agreement, Customer shall advise Cohesity of same and Cohesity shall promptly supply its form Data Processing Addendum on request.

## **9. Termination; Suspension.**

**9.1 Termination by Cohesity.** In the event of a material breach of this Agreement by Customer, Cohesity may in its discretion (a) suspend or revoke any or all of Customer's rights hereunder, and/or (b) terminate this Agreement, and/or (c) suspend or terminate Customer's right to receive support and maintenance services notwithstanding the existence of a valid support contract, in each case by giving advance warning to Customer effective in seven (7) days unless Customer first cures such breach, or effective immediately if the breach is incapable of cure.

**9.2 Termination by Customer.** Customer may terminate this Agreement on written notice (a) in the event of a material breach of this Agreement by Cohesity which remains uncured following expiration of a thirty (30) day notice specifying the breach, or (b) at any time for convenience on sixty (60) days' prior written notice.

**9.3 Insolvency Termination.** A Party may terminate this Agreement if the other Party becomes subject to appointment of a trustee or receiver for all or any part of its assets, becomes insolvent or bankrupt, or makes any assignment for the benefit of creditors.

**9.4 Effect of Termination.** Upon termination or expiration of this Agreement, all rights and licenses granted to Customer hereunder shall immediately terminate and each Party shall return or destroy all Confidential Information of the other Party.

**9.5 Remedies.** Each Party shall be entitled to all remedies available to it at law in the event of termination of this Agreement for the other Party's material breach. Each Party's remedies for breach of this Agreement are cumulative not exclusive.

**10. Downstream Product Users.** Cohesity may, in its sole discretion, revoke the rights made available hereunder in respect of any entity using Products not obtained directly from Cohesity or via an authorized Cohesity Partner.

**11. Records; Audit Rights.** Customer covenants and agrees that, without any additional consideration, it will provide any information reasonably requested and perform any acts that are or may become necessary to effectuate the purposes of this Agreement and/or an Order(s). Customer agrees that, without additional consideration, an authorized representative of Customer shall within thirty (30) days of written request not more than once per year provide a written certification attesting to Customer's compliance with the terms of this Agreement, explaining in reasonable detail the factual basis for that attestation. Customer shall promptly answer in writing reasonable questions Cohesity may ask about the attestation and Customer's compliance. Under this Section, Customer shall only be required to disclose information reasonably required to comply with this Section, and all such information shall be treated as Confidential Information by Cohesity.

**12. LIMITATION OF LIABILITY.** NEITHER CUSTOMER NOR COHESITY (NOR ITS SUPPLIERS OR LICENSORS) WILL BE LIABLE WITH RESPECT TO ANY PRODUCT OR OTHER SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY (A) AMOUNTS IN EXCESS OF THE AGGREGATE OF THE AMOUNTS PAID TO COHESITY (DIRECTLY OR INDIRECTLY) BY CUSTOMER DURING THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION FIRST AROSE OR TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$250,000), WHICHEVER IS GREATER; (B) INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. THE LIMITATIONS OF LIABILITY IN THIS SECTION 12 SHALL NOT APPLY TO:

- I) ANY LIABILITY WHICH, UNDER APPLICABLE PRODUCTS LIABILITY LAW, CANNOT BE PRECLUDED BY CONTRACT;
- II) BODILY INJURY OR DEATH RESULTING FROM A PARTY'S NEGLIGENCE;
- III) DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING INTENTIONAL BREACH OF ENTITLEMENTS);
- IV) A PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY; PROPRIETARY RIGHTS); AND
- V) EACH PARTY'S OBLIGATION TO INDEMNIFY UNDER SECTION 14.

**13. EXCLUDED USES.** THE COHESITY PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE (THE "EXCLUDED USES"). IF CUSTOMER USES PRODUCTS FOR OR IN CONNECTION WITH AN EXCLUDED USE, CUSTOMER HAS THE SOLE RESPONSIBILITY FOR PROTECTING ITS DATA—BY PERIODICALLY CREATING REDUNDANT COPIES OR OTHERWISE—AND COHESITY IS NOT RESPONSIBLE FOR LOST OR CORRUPTED DATA, WORK STOPPAGE, RE-RUN TIME, INACCURATE OUTPUT, OR COMPUTER FAILURE OR MALFUNCTION ASSOCIATED WITH (OR OCCURRING DURING) ANY EXCLUDED USE.

#### **14. Indemnities.**

**14.1 Intellectual Property Indemnity.** Cohesity will defend, indemnify, and hold Customer, its Affiliates, suppliers and licensors, and each of their respective officers, directors, employees and Representatives, harmless against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) ("Losses") arising from any third-party action brought against Customer based upon a claim that any of the Products or Services (in the form provided by Cohesity) infringes any third-party intellectual property rights. If the Products become, or in Cohesity's opinion are likely to become, the subject of an infringement claim, Cohesity may, at its sole option and expense, either (a) procure for Customer the right to continue exercising the rights licensed to it in

this Agreement; (b) replace or modify the affected Product so that it becomes non-infringing; or (c) accept return of the affected Products and refund to Customer prorated payments of fees for such returned Products made by Customer for such Products, reduced on a straight-line basis over three (3) years from the date of delivery of such Product by Cohesity. This indemnification obligation shall not apply to infringement actions or claims to the extent that such actions or claims are based on or result from: (i) modifications made to the Products by a party other than Cohesity, unless Cohesity approves such modification; (ii) the combination of the Product with products, processes, or materials not supplied by Cohesity, unless Cohesity approves such combination; (iii) any activities with respect to the Products by Customer not authorized by this Agreement or the Documentation; or (iv) any Products (or portions or components thereof) not created by Cohesity.

14.2 Indemnity for Breach of Applicable Laws. Reserved.

14.3 Notice of Claim and Indemnity Procedure. In the event of a claim for which a Party seeks indemnity or reimbursement under this Section 14 (each an "Indemnified Party") and as a condition of the indemnity, the Indemnified Party shall:

- a) notify the Indemnifying Party in writing as soon as practicable, but in no event later than thirty (30) days after receipt of such claim, together with such further information as reasonably necessary for the Indemnifying Party to evaluate the claim (to the extent in the Indemnified Party's possession or knowledge). Any delay in giving such notice shall preclude or limit the Indemnified Party from seeking indemnification or reimbursement hereunder only to the extent such delay (i) materially prejudices the Indemnifying Party's ability to defend the claim or (ii) materially affects the amount of damages awarded for, or paid in settlement of, the claim;
- b) allow the Indemnifying Party to assume full control of the defense of the claim, including retaining counsel of its own choosing; and
- c) reasonably cooperate with the Indemnifying Party in the defense of the claim.

Notwithstanding the foregoing provisions, the Indemnifying Party shall have no obligation to indemnify or reimburse for any Losses paid by any Indemnified Party voluntarily, and without the Indemnifying Party's prior written consent, to settle a claim. Neither Party will be responsible for any settlement it does not approve in writing. Upon the assumption by the Indemnifying Party of the defense of a claim, the Indemnifying Party will not be liable for the fees or expenses of counsel retained by any Indemnified Party.

## **15. Governing Law and Dispute Resolution.**

### 15.1 If Customer is incorporated in the European Economic Area or United Kingdom ("Europe"):

- a) this Agreement shall be governed by and construed in accordance with the laws of Ireland as applied to contracts made (and to be performed) in Ireland, without applying conflict of laws rules, including legally binding regulations of the European Union; and
- b) any dispute arising from or relating to the subject matter of this Agreement that cannot be resolved within a period of thirty (30) days after written notice of same has been given by one Party hereunder to the other (the "Arbitration Date") shall be finally settled by arbitration in Dublin, Ireland, using the English language, in accordance with the Arbitration Rules and Procedures of JAMS ("JAMS") then in effect, by an arbitrator with substantial experience in resolving complex technology contract disputes, who will be chosen from the appropriate list of JAMS arbitrators.

### 15.2 If Customer is incorporated anywhere other than Europe:

- a) this Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Ohio as applied to contracts made (and to be performed) in California, without applying conflict of laws rules; and
- b) In the event of dispute, either Party may call for escalation by written notice to the other. Within ten (10) business days of such notice, each party shall designate an executive with authority to make commitments that would resolve the dispute (a "Senior Manager"). The Parties' Senior Managers shall meet in person or by telephone ("Dispute Conference") within ten (10) business days of their designation and shall negotiate in good faith to resolve the dispute. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither party shall initiate arbitration or litigation until ten (10) business days after the Dispute Conference.

15.3 Additional Arbitration Provisions. Reserved.

15.4 Equitable Relief. Notwithstanding the foregoing and regardless of whether Section 15.1 or Section 15.2 applies, (a) each Party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable



relief at any time, and (b) the language to be used in any and all proceedings arising out of or related to this Agreement shall be English.

#### 16. Miscellaneous.

- a) Amendment. Only the terms expressly stated on an Order, Addendum or other writing that refers explicitly to this Agreement and is signed by duly authorized representatives of the Parties may modify or supplement the terms hereof. THE TERMS OF ANY PURCHASE ORDER, CONFIRMATION OR SIMILAR DOCUMENT WILL HAVE NO EFFECT AND WILL NOT BE CONSIDERED AGREED TO BY COHESITY.
- b) Data Collection. Unless Customer configures the Product settings to prevent it, the Products may collect and transmit Cohesity Analytics Data to Cohesity which Cohesity may use for purposes of providing Services and/or improving Products. Cohesity Analytics Data (i) which identifies Customer shall at all times be maintained as confidential, and (ii) may not be resold, commercialized or used for any purpose other than as expressly provided under this Agreement. Further information is available from Cohesity by emailing [legal@cohesity.com](mailto:legal@cohesity.com).
- c) No Waiver. Cohesity's performance is expressly conditioned on Customer's assent to this Agreement. A waiver of any default hereunder, or of any provision of this Agreement, shall not be deemed to be a continuing waiver or a waiver of any other default or of any other provision, but shall apply solely to the instance to which such waiver is directed.
- d) Severability. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, a modified provision shall be substituted which carries out as nearly as possible the original intent of the Parties, and the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby.
- e) Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, internet failure, fires, floods, storms, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such Party.
- f) Survival. All terms of this Agreement which must survive in order to fulfil their essential purpose shall survive termination or expiration of this Agreement. For avoidance of doubt, no rights granted Customer hereunder shall survive termination.
- g) Notices. Except as otherwise expressly set forth in this Agreement, all notices required under this Agreement shall be in writing and shall be delivered by personal delivery, certified overnight delivery such as Federal Express, or registered mail (return receipt requested), and shall be deemed given upon personal delivery or confirmation of receipt. Notices may be sent to the Parties at their primary business address(es) or such address as either Party may designate for itself in writing.
- h) Compliance with Laws – Generally. Each Party shall obey all applicable laws and regulations in its use of Products and its performance under this Agreement.
- i) Compliance with Laws – Export/Import. Customer acknowledges that the Products may contain technical data or elements, the export or re-export of which may be restricted to certain destinations and end users as a result of license restrictions, laws, rules and regulations. Customer agrees not to engage in (and not to cause) export or re-export of Product(s) or any part thereof without first satisfying all legal requirements, including without limitation all necessary United States and foreign government import/export licenses, approvals or registrations. Upon request, Cohesity shall make available its documentation related to obtained export licenses and/or license exceptions. The Products may not be distributed, or otherwise exported or re-exported (i) into, or to a national or resident of, any country to which the U.S. has embargoed goods or trade restrictions; or (ii) to anyone on the OFAC Specially Designated Nationals and Blocked Persons List or the U.S. Commerce Department's Denied Persons, Denied Entities, and Unverified List.
- j) Assignment. Customer may not delegate, assign or transfer this Agreement or any of Customer's rights or duties hereunder without Cohesity's express prior written consent, and any attempt to do so shall be null and void. Cohesity may freely assign this Agreement, and its rights and/or obligations hereunder, in whole or part.
- k) Independent Contractors. Each Party hereto is an independent contractor and nothing contained herein shall be construed as creating any agency, employment, partnership, principal-agent or other form of joint enterprise relationship between the Parties. Neither Party shall make any commitment, by contract or otherwise, binding upon the other or represent that it has authority to do so. The Parties' relationship is non-exclusive.

# COHESITY

- l) Construction. The headings of sections of this Agreement are solely for convenience and are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

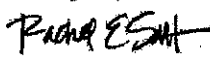
In witness whereof, the parties' authorized representatives have executed this Agreement with intent to be bound. Documents executed, scanned and transmitted electronically, and electronic signatures, shall be deemed, and shall have the same legal effect as, original signatures for purposes of this Agreement and all related matters.

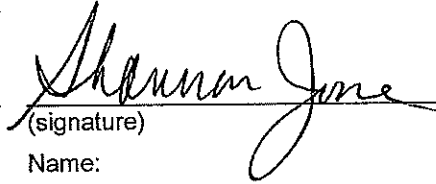
## COHESITY

## CUSTOMER

Cohesity, Inc.:

Warren County Board of Commissioners

DocuSigned by:  
  
 C083A2E60F9C47E...

  
 \_\_\_\_\_  
 (signature)

(signature)

(signature)

Name: Rachel Scott

Name:


Title: VP, Order to Cash

Title:

Date: Apr 21, 2023 | 11:30 AM PDT

Date:

**APPROVED AS TO FORM**

  
 \_\_\_\_\_  
 Adam M. Nice  
 Asst. Prosecuting Attorney

# Resolution

Number 23-0630

Adopted Date May 23, 2023

## ADVERTISE FOR BIDS FOR THE AS NEEDED SANITARY POINT LINER REPAIRS PROJECT

BE IT RESOLVED, to advertise for bids for the As Needed Sanitary Point Liner Repairs Project for the Water and Sewer Department; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for three (3) consecutive weeks on the Warren County website, beginning the week of May 28, 2023; bid opening to be June 22, 2023 @ 11:00 a.m.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 23-0631

Adopted Date May 23, 2023

APPROVE AND ENTER INTO AN AGREEMENT WITH BYU IDAHO CAREER CENTER MASTER INTERNSHIP ON BEHALF OF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into an agreement with BYU Idaho Career Center Master Internship on behalf of Warren County Children Services; copy of 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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a—BYU Idaho Career Center  
Children Services (file)

## BYU IDAHO MASTER INTERNSHIP AGREEMENT

Experience Provider Warren Co Children Services Location 416 S. East St. Lebanon, OH 45036 Date \_\_\_\_\_

Contact Shawna Jones Phone # 513-695-1699 E-mail shawna.m.jones@jfs.ohio.gov  
(Please Print)

1. **PURPOSE.** In order to facilitate internship opportunities and educational experience for students, this Agreement is intended to govern the relationship between Experience Provider and BYUI with respect to student Interns from BYUI in an internship arrangement with the Experience Provider.
2. **GENERAL CONSIDERATIONS.**
  - 2.1 An internship is a cooperative student program between BYUI and the Experience Provider. The Experience Provider will provide supervision, facilities, and instruction that help the BYUI intern acquire skills and knowledge related to their chosen field of study or occupation.
  - 2.2 This Agreement between the University and the Experience Provider is effective as of the latest Signature Date and may be terminated by either party for any reason by providing 30 days advance written notice to the other party. Agreements with specific interns are at the discretion of the Experience Provider and can be terminated at any time.
  - 2.3 Experience Provider and BYUI shall each provide a contact person for activities related to the performance of the Agreement. Both the Experience Provider "Work Supervisor" and the BYUI "Faculty Internship Coordinator" will be identified with email contact information in the Internship Data System.
  - 2.4 N/A
  - 2.5 Neither BYU IDAHO nor the Experience Provider will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused only by the other party's actions, inactions, or negligence.
  - 2.6 This Master Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between BYUI and the Experience Provider and their employees, Interns, or agents; but rather is an Agreement by and among two independent contractors. Each Intern is placed with the Experience Provider in order to receive educational experience as part of the academic curriculum. In cases where an internship is unpaid, duties performed by an intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision of the Experience Provider's personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYUI is required to provide worker's compensation coverage for the Interns participating in the educational experience.
  - 2.7 The parties acknowledge and agree that it shall be the responsibility of each Intern to: (i) comply with the Experience Provider's policies and procedures; (ii) report any serious problems related to the Experience Provider, including safety and personnel problems, to the Internship Coordinator at BYUI and the Experience Provider; and (iii) maintain a health insurance policy in effect during the full period of any internship.
  - 2.8 This Agreement covers only that location listed by the BYUI Intern as the Internship Work Location. (Note: A separate agreement will be required for each different location of Experience Provider.)
3. **RESPONSIBILITIES OF BYUI:** BYUI shall:
  - 3.1 Provide course information and objectives, and ensure that each participating Intern meets academic and other qualifications that are consistent with the objectives and requirements of BYUI program;
  - 3.2 Make reasonable efforts to ensure that each Intern from BYUI is aware of Intern's responsibilities to abide by the terms of Section 2.7;

- 2.8 The parties acknowledge and agree that it shall be the responsibility of each Intern to: (i) comply with the Experience Provider's policies and procedures; (ii) report any serious problems related to the Experience Provider, including safety and personnel problems, to the Internship Coordinator at BYU and the Experience Provider; and (iii) maintain a health insurance policy in effect during the full period of any internship.
- 2.9 This Agreement covers only that location listed by the BYU Intern as the Internship Work Location. (Note: A separate agreement will be required for each different location of Experience Provider.)

3. RESPONSIBILITIES OF BYU: BYU shall:

- 3.1 Provide course information and objectives, and ensure that each participating Intern meets academic and other qualifications that are consistent with the objectives and requirements of BYU program;
- 3.2 Make reasonable efforts to ensure that each Intern from BYU is aware of Intern's responsibilities to abide by the terms of Section 2.7;
- 3.3 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision;
- 3.4 Ensure that for each internship, the Internship Coordinator of BYU (i) maintains ongoing contacts with the Intern and the Experience Provider, (ii) discusses the specifics and expectations of the internship with the Intern and the Experience Provider, (iii) monitors the Intern's progress with the Intern and the Experience Provider, and (iv) advises the Intern relative to a program of study related to the internship experience; and
- 3.5 Provide liability insurance to cover damage or harm caused by the Intern in the amount of \$1,000,000 per person, per occurrence, \$3,000,000 in the aggregate.

4. RESPONSIBILITIES OF THE EXPERIENCE PROVIDER. The Experience Provider shall:

- 4.1 Provide planned and supervised opportunities for each Intern to perform tasks to acquire and practice various skills based on objectives compatible with those of BYU's program;
- 4.2 Orient the Intern to the Experience Provider's rules, policies, procedures, methods, and operations;
- 4.3 Evaluate the Intern's performance and notify BYU's Internship Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Intern;
- 4.4 Comply with all the federal, state, local, and municipal laws, ordinances and codes applicable to the Experience Provider;
- 4.5 If applicable, pay the Intern the agreed upon rate of compensation for the term of the internship and fulfill all legal requirements related to Experience Provider's independent contractor/employment relationship with the Intern; and
- 4.6 Accept the primary responsibility for supervision and control of the Intern at the internship work location.

5. ENTIRE AGREEMENT. This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter of the agreement. The Master Agreement may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed Master Agreement. It expires three (3) years from the latest signature date.

For Internship Experience Provider  
 Warren County Board of County Commissioners on behalf of Warren Co. Children Services Career Center  
 \_\_\_\_\_  
 Company/Organization

For Brigham Young University Idaho  
 \_\_\_\_\_

Shannon Jones  
 \_\_\_\_\_  
 Name

Derek Fay  
 \_\_\_\_\_

President  
 \_\_\_\_\_  
 Title

Managing Director, BYU Idaho Career Center  
 \_\_\_\_\_

*Shannon Jones*  
 \_\_\_\_\_  
 Signature

*Derek Fay*  
 \_\_\_\_\_

5.23.23  
 \_\_\_\_\_  
 Date

APPROVED AS TO FORM  
*Kathryn M. Horvath*  
 Kathryn M. Horvath  
 Asst. Prosecuting Attorney

# Resolution

Number 23-0632

Adopted Date May 23, 2023

APPROVE ADDENDUM TO AGREEMENT WITH NECCO, INC RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addendum to agreement with NECCO, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children 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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – NECCO, Inc.  
Children Services (file)

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

**The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:**

This Agreement is between Warren County Children Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services  
416 S East St  
Lebanon, OH 45036

And NECCO, Inc. hereinafter "Provider," whose address is:

NECCO, Inc.  
415 Glensprings Dr Ste 201  
Cincinnati, OH 45246

Collectively the "Parties".

Contract ID: 19297473

Originally Dated: 06/01/2022 to 05/31/2023



Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 2:

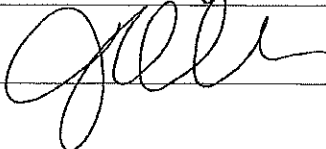
Addenda Reason:	Amount
Addenda Begin Date:	04/01/2023
Addenda End Date:	
Increased Amount:	\$50,000.00
Article Name:	

Addenda Reason Narrative:

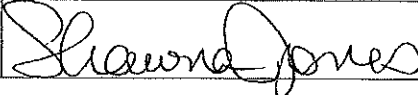
Increase contract amount by \$50,000 to cover April and May 2023 invoices.

**SIGNATURE OF THE PARTIES**

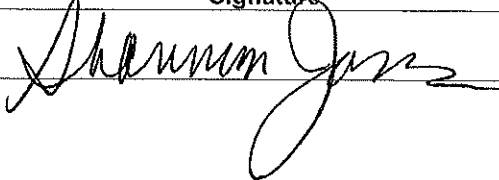
Provider: NECCO, Inc.

Print Name & Title	Signature	Date
Jessica Parks, State Director		5-5-23

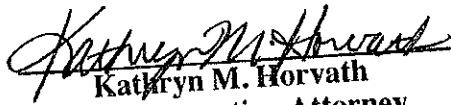
Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		5-15-23

**Additional Signatures**

Print Name & Title	Signature	Date
Shannon Jones, President		5-23-23

**APPROVED AS TO FORM**

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

# Resolution

Number 23-0633

Adopted Date May 23, 2023

ENTER INTO AGREEMENT WITH OHIO CSEA DIRECTORS' ASSOCIATION (O.C.D.A.)  
ON BEHALF OF WARREN COUNTY CSEA


BE IT RESOLVED, to authorize the Board to execute an agreement with O.C.D.A. on behalf of Warren County CSEA for one licensed user to the CLEAR Location Services; 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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – O.C.D.A.  
CSEA (file)

**PARTICIPATION AGREEMENT REGARDING THE  
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS  
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING  
CORPORATION, EXECUTED MAY, 2023**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2023 through May 31, 2025, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the Board of County Commissioners, WARREN COUNTY, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

**RECITALS**

WHEREAS, CCAOSC wishes to continue assisting Ohio counties that are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 and the contract provided for the potential for two additional two-year extensions, and

WHEREAS, CCAOSC, OCDA, and the Participant are satisfied with the CLEAR product and wish to extend the contract services for an additional two years, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

## **SECTION 1. DEFINITIONS**

Manager - The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

Participant(s) - An Ohio county that is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through a contract with the local family services agency that requires usage of location services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency that does not include a child support enforcement agency, or a contracted county agency providing services to the child support enforcement agency.

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term - The period commencing June 1, 2023 and ending on May 31, 2025.

Vendor – West Publishing Corporation.

Agreement - That certain contract amendment effective June 1, 2023 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2025. The contract provides for one more additional two-year extension after May, 2025. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

## **SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT**

### **A. Participant agrees to:**

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users or services after June 1, 2023 with the understanding that they will be added at a rate of \$34.39 per user, per month for the period

June 1, 2023 to May 31, 2024, and at the rate of \$35.42 per user, per month, for the period June 1, 2024 to May 31, 2025.

Real time incarceration and arrest records may be added at a rate of \$106.00 per user, per month for the period June 1, 2023 to May 31, 2024, and at the rate of \$109.00 per user, per month, for the period June 1, 2024 to May 31, 2025.

Batch premium alerts may be added in volume tiers according to the chart below:

June 1, 2023 to May 31, 2024		June 1, 2024 to May 31, 2025	
Alerts Month	Cost Per Month	Alerts	Cost Per
100	\$48.00	100	\$50.00
300	\$80.00	300	\$84.00
500	\$126.00	500	\$132.00
1,000	\$238.00	1,000	\$250.00
1,500	\$358.00	1,500	\$376.00
3,000	\$675.00	3,000	\$709.00
5,000	\$1,092.00	5,000	\$1,147.00
10,000	\$2,117.00	10,000	\$2,223.00
25,000	\$5,127.00	25,000	\$5,383.00

4. Pay a program administrative expense to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2023 until May 31, 2025. The program administrative expense will be invoiced each year in the month of June for 2023 and 2024, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
6. Notify the Manager no later than **March 15, 2025** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. Give Participant written notice no later than March 15, 2025 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2025.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors' Association (Manager) agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in procuring all necessary signatures for the Participation Agreement.
4. Issue billing statements on a monthly basis. The first one will be for June 1, 2023.
5. Communicate requests and feedback from the users to West Publishing Corporation.

**SECTION 3. OPTIONAL PROVISIONS**

**REAL TIME INCARCERATION AND ARREST RECORDS**

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.

  
\_\_\_\_\_

**BATCH PREMIUM ALERTS**

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.

  
\_\_\_\_\_

#### **SECTION 4. AMENDMENTS**

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the costs identified in this Agreement.

#### **SECTION 5. MISCELLANEOUS**

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

##### **1. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

##### **2. NON-DISCRIMINATION/EQUAL OPPORTUNITY**

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.



IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)

By: [Signature]

Address: 209 East State Street  
Columbus, Ohio 43215

COUNTY OF WARREN  
BOARD OF COMMISSIONERS /COUNTY EXECUTIVE/ APPROVING AUTHORITY

By: [Signature]  
Sharon Jones, President

Address: 406 JUSTICE DR  
Lebanon, OH 45036

Date of Adoption of Approving Board Resolution 5.23.23

PARTICIPANT AGENCY NAME: WARREN COUNTY CSEA

By: [Signature] 5.5.23  
Director

Address: 500 JUSTICE DR.  
Lebanon, OH 45036

If necessary, Approved as to form:

[Signature] 5/5/23  
Adam M. Nice

OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)

By: [Signature]  
Amy Rohrenbeck, Executive Director

Address: 1103 Schrock Road, Suite 309  
Columbus, Ohio 43229

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF FRANKLIN

I, Amy Roehrenbeck, holding the title and position of Executive Director at the firm Ohio CSEA Directors' Association, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

*Amy Roehrenbeck*  
AFFIANT

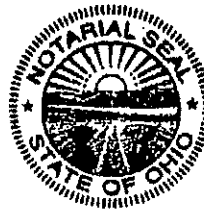
Subscribed and sworn to before me this 15<sup>th</sup> day of

May 20 23

*Christina L. Rodeniser*  
(Notary Public),

Franklin County.

My commission expires March 4, 20 24



**CHRISTINA L. RODENISER**  
Notary Public, State of Ohio  
My Commission Expires  
3/4/24

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Franklin

I, John Lentz, holding the title and position of Vice-President at the firm CCAB Service Company, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

[Signature]  
AFFIANT

Subscribed and sworn to before me this 15th day of May 2023

[Signature]  
(Notary Public),

Franklin County County.

My commission expires Never 20    



KYLE M. PETTY  
ATTORNEY AT LAW  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Has No  
Expiration Date  
Section 147.03 R. C.

WEST ORDER FORM - ProFlex  
 for CLEAR Customers  
 610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651/687-8000



THOMSON REUTERS®

<i>Check West account status below as applicable:</i>		Rep Name & Number <u>Aaron Marks 6042043</u>	
New <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)	
Does Customer have an existing West account?			
<input type="checkbox"/> Yes If yes, please provide West account number _____			
<input type="checkbox"/> No			
Acct #	<u>1000320522</u>	Quote #	PO # _____ Date _____
Name/Customer	<u>OH CHILD SUPPORT DEPT</u>		Bill To Acct # _____
Order Confirmation Contact Name	<u>Christy Rodeniser</u>		
E-Mail	<u>christy@ocda.us</u>		
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) <u>Christy Rodeniser</u>			
E-Mail	<u>christy@ocda.us</u>	Telephone	_____
CLEAR Primary Account Contact Name (general business contact) <u>Christy Rodeniser</u>			
E-Mail	<u>christy@ocda.us</u>	Telephone	_____
MSA Jurisdiction	_____	Contract #	_____ Option # _____
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>			
Name	_____		Attn: _____
Address	_____		Suite/Floor _____
City	_____	State _____ County _____	Zip _____

\*\*\*REQUIRED\*\*\*

IF NEEDED

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions, are located at <http://tr.com/TermsandConditions> and apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

CLEAR ProFlex Fixed Rate						
Full Svc #	CLEAR ProFlex Products	# of Users	Monthly Rate	Other	Total Monthly Charges	Minimum Term (Months)
41308780	CLEAR ProFlex	446			\$21,455.94	24
Notes:						

Total Monthly Charges (initial Term) \$ \$21,455.94

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (missy to add form # ) to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN customer whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

When your Minimum Term terminates, the following will apply.

**Post Minimum Term for Government Customers.** At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice.

**Automatic Renewal Term for Non-Government Customers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

	<b>Enterprise Law Enforcement Customers</b>	
--	---	--

You certify your total number of sworn officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

	<b>CLEAR ProFlex Batch Transactional</b>	
--	--	--

Full Svc #	CLEAR ProFlex Batch Products	# of Users	Other
	CLEAR ProFlex Batch		

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

     24 Month Minimum Term.

     36 month Minimum Term.

When your Minimum Term terminates, the following will apply.

**Automatic Renewal Term.** Your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts.

The ProFlex Addendum includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (PF743.dot) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

**Office Use Only**  
**OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.**

CLEAR ProFlex Window							
Full Svc #	CLEAR ProFlex Window Product	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)
41308780	CLEAR ProFlex Window						

Notes:

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above ("Minimum Term"). Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

When your Minimum Term terminates, the following will apply.

**Post Minimum Term for Government Customers.** At the end of the Minimum Term, your Monthly Charges and Monthly Window will remain unchanged. Either of us may cancel the after the Post-Minimum Term subscription by sending at least 60 days written notice.

**Automatic Renewal Term for Non-Government Customers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"). Your Monthly Charges and Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

**Customer Certification Section**  
**Required for all accounts that interact with, manage or house inmates or detainees.**

**Customer Certifications must be completed for every order, including renewals.**

By initialing below, Customer certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

- CS* **Customer's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Customer's responsibility to control access to the Internet.
- CS* **Customer's Initials.** Customer will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Customer will design, configure and implement its own security configuration.
- CS* **Customer's Initials.** Customer will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.
- CS* **Customer's Initials.** Customer will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:
  - In no event shall anyone other than Customer's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
  - Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
  - No access shall be outsourced or otherwise provided to third parties.
  - Customer is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

**IP Address Section**  
**Only External IP Address(es) or Range(s) Must Be Provided**

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

*Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Customer*

Customer's Internet Service Provider Name \_\_\_\_\_

Provide IP Address(es) or IP Address Range(s) \_\_\_\_\_

below

Additional page(s) may be attached if needed

Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____

V  
W  
C  
E  
A  
R  
C  
O  
M

CLEAR Customers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

\_\_\_\_\_ Initial here if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <https://signon.thomsonreuters.com/aboutme> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

**Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)**

Name (please print) \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

IP  
V  
W  
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**CLEAR My Account Administrators and Authorized QuickView+ User**

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name Rodeniser First Name Christy E-Mail christy@ocda.us  
(Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name Rodeniser First Name Christy E-mail christy@ocda.us

	<b>CLEAR ProFlex Fixed Rate Renewals</b>	
Customer Certification section must also be completed for all Customers that interact with, manage, or house inmates or detainees.		

Sub Matl #	CLEAR ProFlex Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

**Post Renewal Term for Government Customers.** At the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice.

**Automatic Renewal Term for Non-Government Customers Only.** Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

	<b>CLEAR ProFlex Window Renewals</b>	
Customer Certification Section must also be completed for all Customers that interact with, manage, or house inmates or detainees.		

Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
Notes				

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form. To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Renewal Term for Government Customers.** At the end of the Renewal Term, your Monthly Charges and Monthly Window will remain unchanged. Either of us may cancel the after the Post-Renewal Term subscription by sending at least 60 days written notice.

**Automatic Renewal Term for Non-Government Customers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length. Your Monthly Charges and Monthly Window will remain unchanged, and include a 0% price increase. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

Sub Matl #	Product(s) Description	Account #/Location
41308779	CLEAR Proflex	



Miscellaneous

1. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

2. **Excluded Charges.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

3. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you will pay our collection costs including attorneys' fees.

4. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

7. **Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

8. **CLEAR Customers via an Integrator.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name Cheryl Suebler  
Title Executive Director  
Date May 3, 2023  
Signature & Cheryl Suebler

For Credit Card Transactions only: Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Am Ex \_\_\_\_\_  
Card # \_\_\_\_\_ Expir. Date \_\_\_\_\_ Total Amt. to Charge for this Order \_\_\_\_\_  
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

# Resolution

Number 23-0634

Adopted Date May 23, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH RODNEY K. AND LISA D. GREELY FOR THE CULVERT REPLACEMENT ON WILMINGTON ROAD

WHEREAS, in order to improve the safety of Wilmington Road a culvert replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #13-18-300-005 located at 3340 Wilmington Road Lebanon, OH 45036 which is owned by Rodney K. and Lisa D. Greely, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Replace the existing culvert.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Place rock channel protection outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Rodney K. & Lisa D. Greely, for the Wilmington Road culvert replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Greely, Rodney K. & Lisa D.  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Rodney K. Greely and Lisa D. Greely, husband and wife, whose tax mailing address is 3340 Wilmington Road, Lebanon, OH, 45036 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve public safety and better serve the needs of the traveling public the Warren County Engineer's Office will be replacing the existing culvert on Wilmington Road. In order to perform the work it is necessary to enter onto property, which is owned by Grantors. The subject real estate is located at 3340 Wilmington Road, Lebanon, OH 45036, identified as Parcel #13-18-300-005. Grantee requests permission from Grantors to enter onto the part of said real estate as illustrated in "Exhibit A" for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Replace the existing culvert
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Place rock channel protection outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, fence, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Wilmington Road Culvert #7-2.445 Replacement Project or until December 31, 2023, whichever comes first.

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IN EXECUTION WHEREOF, Rodney K. Greely and Lisa D. Greely, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Rodney K. Greely

Printed Name: Rodney K. Greely

Date: 5/13/2023

Signature: Lisa D. Greely

Printed Name: Lisa D. Greely

Date: 5/13/2023

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 13<sup>TH</sup> day of MAY, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be **Rodney K. Greely** and **Lisa D. Greely**, husband and wife, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Dominic M. Brigano  
Notary Public

[SEAL]



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/2027  
Recorded In  
Warren County

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Sharon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-024, dated 5-23-23.

Grantee:

Signature: Sharon Jones

Printed Name: Sharon Jones

Title: President

Date: 5-23-23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 23 day of May, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Sharon Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Krystal Lynn Powell  
Notary Public

[SEAL]



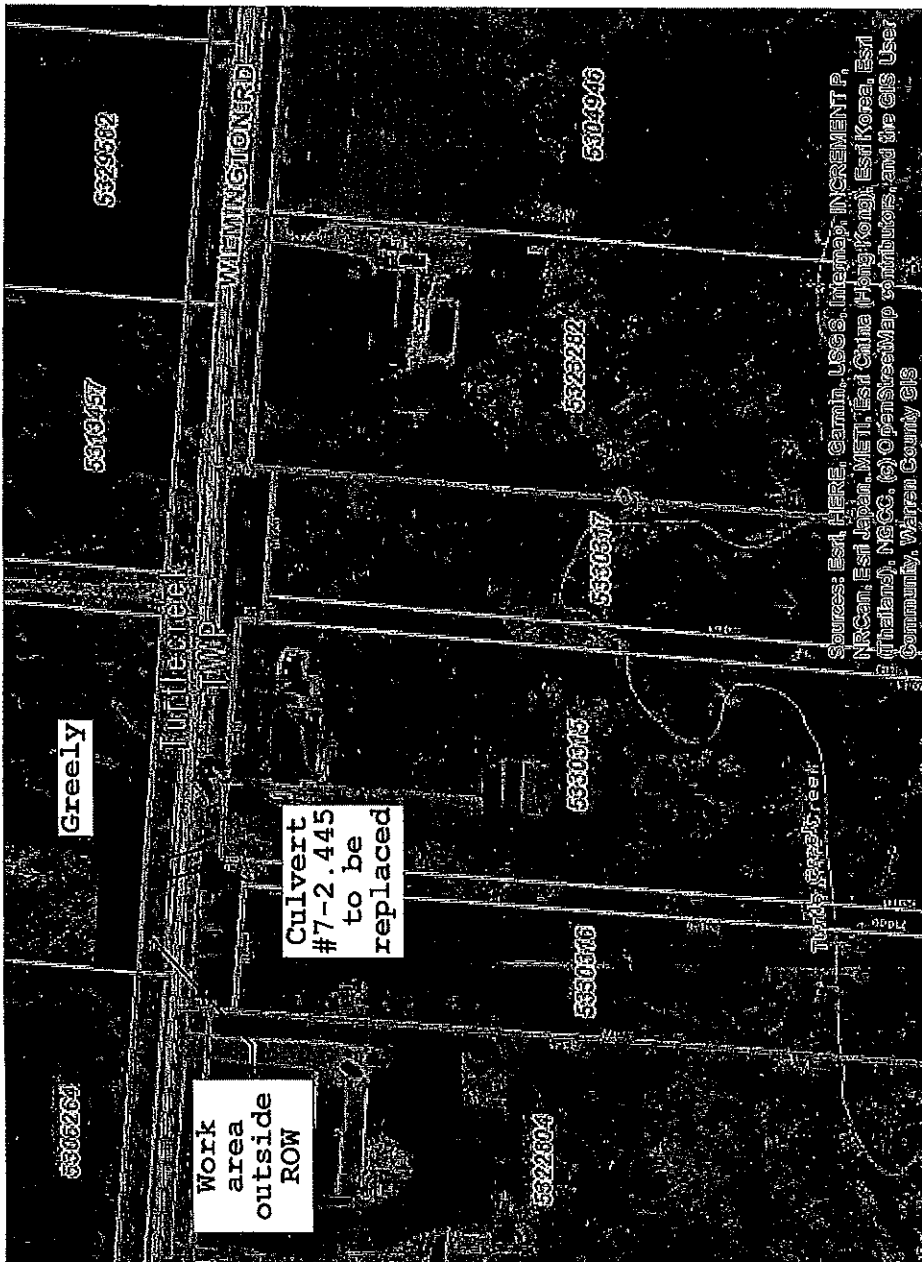
KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A. McGary

Bruce A. McGary, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



# Resolution

Number 23-0635

Adopted Date May 23, 2023

AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT WITH FOCUS ON YOUTH FOR THE EMERGENCY FOSTER CARE PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to authorize the President of this Board to execute a contract with Focus on Youth Inc. for the Emergency Foster Care Program, effective July 1, 2023 through June 30, 2024, on behalf of the Warren County Juvenile Court, 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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Focus on Youth  
Juvenile Ct. (file)

**WARREN COUNTY JUVENILE COURT  
RESPITE AND ALTERNATIVE CARE SERVICES CONTRACT**

THIS CONTRACT, is entered between the Board of Warren County Commissioners on behalf of the Warren County Juvenile Court, located at 900 Memorial Drive, Lebanon, Ohio 45036 (hereinafter the "COURT") and Focus on Youth, Inc., with a principal place of business at 8904 Brookside Avenue, West Chester, Ohio 45069, hereinafter called the "PROVIDER."

**WITNESSETH:**

WHEREAS, the COURT is authorized to provide and seeks to contract for respite and alternative care services which may serve as alternatives to juvenile detention for youth deemed appropriate for such services; and

WHEREAS, the PROVIDER is uniquely qualified, experienced, and licensed to provide such services, where there is a contract specifying the rights and duties of each party;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties agree as follows:

**ARTICLE I: SCOPE OF WORK**

1.1 The PROVIDER agrees to perform services embodied in Exhibit A to this Agreement, attached hereto, and which shall be fully incorporated by reference herein.

1.2 The PROVIDER further agrees that it will notify the COURT prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and that no such activity or expenditure of a questionable nature shall be authorized without prior written approval of the COURT.

**ARTICLE II: SCHEDULE OF PAYMENTS**

2.1 The COURT agrees to compensate the PROVIDER for the services described in Exhibit A, which can be verified by documentation. Payment shall be made at the rate of \$110.25 per night. From the nightly rate, Provider shall apply \$45.25 toward administrative fees, and \$65.00 to foster parent maintenance.

2.2 It is understood and agreed by the parties hereto that the COURT will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work orders without the prior written approval of the COURT.

2.3 Provider shall submit monthly invoices within ten (10) days after the first of each month. Such invoices shall set forth charges from the preceding month. Payment will be made to the PROVIDER after the COURT has received and approved timely-submitted invoices from the PROVIDER for the previous month. Monthly invoices from the



PROVIDER shall be sent to: Laura Schnecker, Court Administrator, Warren County Juvenile Court, 900 Memorial Drive, Lebanon, Ohio, 45036.

### **ARTICLE III: TERM**

3.1 The term of this Agreement shall begin the 1<sup>st</sup> day of July 2023 and shall terminate on the 30<sup>th</sup> day of June 2024, unless suspended or terminated pursuant to Article 11 prior to the end of term date.

3.2 Both parties agree that the terms of this Agreement shall apply to any time period between the above-stated start date and the full execution of this Contract by way of signature of the parties.

### **ARTICLE IV: RELATIONSHIPS AND COMPLIANCE**

4.1 The PROVIDER and the COURT agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. The PROVIDER and the COURT agree that The PROVIDER, its agents, subcontractors, employees and assigns are not officers, agents, subcontractors, employees, or assigns of the COURT; but, to the contrary, are independent contractors. As such, the PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The PROVIDER and the COURT agree that no person and/or entity entering into this Agreement, nor any individual employed by any person or entity entering into this Agreement, are public employees for purposes of contributions to the Ohio Public Employees Retirement System (OPERS) by virtue of any work performed or services rendered in accordance with this Agreement. The PROVIDER, as an independent contractor, shall have no right or authority to impose tort, contractual or any other liability on the COURT or the BOARD.

4.2 The PROVIDER agrees to comply with all applicable federal, state, and/or local laws and regulations in the delivery of the services called for herein, including but not limited to sections 2151.86, 5103.0328, and 5103.0319 of the Ohio Revised Code, as well as applicable state laws concerning criminal record checks, arrests, convictions, and guilty pleas relative to foster caregivers, employees, volunteers, and interns who are involved in the care for a child.

4.3 The PROVIDER certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.

4.4 The PROVIDER further certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.

4.5 The PROVIDER further certifies that it will:

(A) Provide a copy of its license(s), certification, accreditation, or a letter extending an expiring license, certification, or accreditation from the issuer to the COURT prior to the signing of the Agreement;

(B) Maintain its license(s), certification, accreditation, and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification, and/or accreditation will be provided to the COURT within five (5) business days.

(C) PROVIDER shall immediately notify the COURT of any action, modification, or issue relating to said licensure, accreditation, or certification.

4.6 During the performance of this Contract, the PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The PROVIDER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination rates of pay or other forms of compensation and selection for training, including apprenticeship.

4.7 The PROVIDER, or any person claiming through the PROVIDER, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said PROVIDER. PROVIDER shall guarantee accessibility to services for all clients regardless of physical ability.

#### **ARTICLE V: ASSIGNMENTS**

5.1 The PROVIDER shall not subcontract or assign any of its rights or duties under this contract without the prior written consent of the COURT.

#### **ARTICLE VI: CONFLICT OF INTEREST**

6.1 This Contract in no way precludes, prevents, or restricts the PROVIDER from obtaining and working under an additional contractual arrangement(s) with other parties aside from the COURT, assuming that the contractual work in no way impedes the PROVIDER's ability to perform the services required under this Contract.

6.2 The PROVIDER certifies that the PROVIDER, its officers, members, and employees currently have no, nor will they acquire any interest, whether personal, professional, direct, or indirect, which is incompatible, in conflict with, or which would

compromise the discharge and fulfillment of PROVIDER'S functions, duties, and responsibilities hereunder. If the PROVIDER or any of its officers, members, or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the PROVIDER shall immediately disclose, in writing, such interest to the COURT. If any such conflict of interest develops, the PROVIDER agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.

#### **ARTICLE VII: MODIFICATION AND SEVERABILITY**

7.1 This Agreement constitutes a total integration of the entire agreement of the parties and shall not be modified in any manner except by an instrument in writing duly executed by the parties. Any proposed change in this Agreement shall be submitted to the COURT for its prior approval. If any term or provision of this Agreement or the applications thereof to any persons or circumstance shall, to any extent be found to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.2 There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement.

7.3 This Agreement and any modification, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this Agreement will be filed in the Ohio courts, and Ohio laws as well as Federal laws will apply.

#### **ARTICLE VIII: SAFEGUARDING OF CLIENT**

8.1 PROVIDER agrees that disclosure of any information by PROVIDER, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code. The PROVIDER agrees to comply with all federal and state laws applicable to Ohio Juvenile Courts, Juvenile Detention Centers, and the confidentiality of children and families. PROVIDER agrees it shall obtain necessary waivers or release of information from a placing custodian prior to receiving access to confidential information concerning children or families involved with the COURT, which access shall only be granted to PROVIDER as necessary for the purpose of performing its responsibilities under this Agreement. The PROVIDER further agrees that no identifying information concerning children served shall be released without the express written consent of the child's legal custodian.

## ARTICLE IX: INSURANCE/BONDING

9.1 The PROVIDER shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement. The costs of all insurance shall be borne by the PROVIDER. Insurance shall be purchase from a company license to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

A) Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement, naming Warren County as a primary additional insured;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B) Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased, and hired automobiles.

C) Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D) Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement, naming Warren County as a primary additional insured;
2. Pay on behalf of wording;
3. Concurrently of effective dates with primary;
4. Blanket contractual liability;

5. Punitive damages coverage (where not prohibited by law);
6. Aggregates apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability, and Umbrella/Excess Liability may be satisfied by PROVIDER purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability, and Umbrella/Excess Liability when added together.

- E) Worker's Compensation insurance at the statutory limits required by Ohio law.

#### **ARTICLE X: INDEMNIFICATION**

10.1 The PROVIDER shall protect, defend, indemnify and hold free and harmless the COURT, the Warren County Board of County Commissioners, their respective members, officials, employees, successors, administrators, and agents, from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities, and expenses of any kind, including attorneys' fees, arising out of or in connection with any acts or omissions of the PROVIDER, negligent or otherwise, whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity, or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident in any way to the performance of the terms of this Agreement, including, without limitation, by PROVIDER, its subcontractor(s), PROVIDER'S or its subcontractor(s)' employees, officers, agents, assigns, or independent contractors, and those designated by PROVIDER to perform the work or services encompassed by the Agreement.

10.2 The PROVIDER agrees to pay all damages, costs and expenses the COURT and their officers, employees, successors, administrators, and agents in defending any action arising out of the aforementioned acts or omissions.

#### **ARTICLE XI: TERMINATION**

11.1 This Agreement may be terminated for convenience prior to the expiration of the term by either party upon notice in writing, delivered upon the other party thirty (30) days prior to the effective date of termination, without penalty or further obligation of either party.

11.2 Upon the effective date of termination, PROVIDER agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a final invoice as of the date of discharge of the last child. The COURT agrees to make no further referrals to

PROVIDER, consistent with the effective termination date. In all instances of termination, the COURT and PROVIDER agree to work in the best interests of children to secure alternative care for all children affected by the termination.

11.3 In the event of termination, the PROVIDER shall be entitled to reimbursement, upon submission of a final invoice, for the agreed upon rate of compensation incurred prior to the effective termination date. The reimbursement will be calculated by the COURT based on Article II of this Agreement.

11.4 Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COURT for damages sustained by the COURT by virtue of any breach of the Contract by the PROVIDER and the COURT may withhold any compensation to the PROVIDER for the purpose of set-off until such time as the amount of damages due the COURT from the PROVIDER is agreed upon or otherwise determined.

#### **ARTICLE XII: MONITORING AND EVALUATION**

12.1 The COURT and PROVIDER will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which the stated objectives are being achieved. The PROVIDER will also participate in program evaluation activities being undertaken by the COURT and/or and independent evaluator.

12.2 The COURT shall be permitted to make "on-site" visits to the PROVIDER's facility.

12.3 The PROVIDER shall submit to the COURT prescribed monitoring reports detailing the progress of the services performed under this Contract.

12.4 The PROVIDER shall maintain a financial management system, which records all Contract costs and expenditures. The PROVIDER shall comply with all applicable State and Federal fiscal management guidelines.

12.5 The PROVIDER shall maintain and preserve all financial and other records related to this Contract including any documentation used in the administration of the services, for a period of at least three (3) years.

12.6 All financial and other records related to this Contract shall be subject to inspection, review or audit by the COURT, the Ohio Department of Youth Services, and/or their duly authorized representatives.

ARTICLE XIII: SIGNATURE

By Provider:

FOCUS ON YOUTH, INC.

Alicia Ajiboye, CEO Date: 5-9-23  
Alicia Ajiboye  
Chief Executive Officer

By Warren County:

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

Shannon Jones Date: 5-23-23  
President

Resolution No. 23-0635

Approved as to Form:

[Signature]  
Assistant Prosecutor

5/15/23  
Date

## EXHIBIT A: SCOPE OF SERVICES

1. Upon presentation of a youth accused of being a delinquent child to the Warren County Juvenile Detention Center, the COURT shall be responsible for all of the following prior to any services provided by PROVIDER:
  - a. The COURT shall make referrals to PROVIDER for alternative or respite care of youth who have been arrested and brought to the Warren County Juvenile Detention Center and who have been determined by COURT personnel to be appropriate for referral for out-of-home respite or alternative care services.
  - b. The COURT will contact the youth's legal custodian or guardian, who shall give express permission for the youth to be referred to PROVIDER for out-of-home alternative or respite care services in lieu of detention.
  - c. The COURT shall make a referral to the PROVIDER for alternative or respite care services. The referral shall include completed intake information relevant and necessary to the PROVIDER'S provision of services.
  
2. Upon receipt of a referral from the COURT for respite or alternative care services, the PROVIDER shall take all necessary steps, including gaining any additional express consent of the youth's legal custodian, to do all of the following:
  - a. Arrange for transportation of the youth to an appropriate home licensed to provide alternative care or respite care to youth in an out-of-home foster family home setting;
  - b. Provide continued training and supportive services for the respite family with which the youth resides, including crisis intervention by means of 24-hour access to Focus on Youth, Inc. staff trained in crisis intervention;
  - c. Allow access to youth by any COURT personnel if requested;
  - d. Report to the COURT, within one hour of occurrence, any of the following involving the youth:
    - attempted self harm
    - AWOL, etc.
    - Medical intervention (need parent consent)
    - Contact with law enforcement

A youth shall remain in an out-of-home setting arranged by PROVIDER until such time as the youth's legal custodian withdraws consent for such arrangement, or until the COURT orders some other custodial or placement change for the youth. If the COURT takes a youth into custody or otherwise orders a change in custody under an arrangement governed by Title IV-E of the Social Security Act, this Agreement shall no longer control, and any payments shall terminate as related to that youth on the date of change in legal custody.



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Butler

I, Alicia Ajiboye, holding the title and position of Executive Director at the firm Focus on Youth, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Alicia Ajiboye, CEO  
AFFIANT

Subscribed and sworn to before me this 9th day of May 20 23

Penny J. Dougan  
(Notary Public),

Butler County.

My commission expires March 24 20 26



PENNY J DOUGAN  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
03-24-26

# Resolution

Number 23-0636

Adopted Date May 23, 2023

ENTER INTO AGREEMENT WITH TO ENTER INTO A YOUTH WORKSITE  
AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into a Youth Worksite Agreement with the following companies, as  
attached hereto and made part hereof:

Camp Chautauqua  
10550 Camp Trail  
Miamisburg Ohio, 45342

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – OhioMeansJobs Warren County  
OhioMeansJobs (file)

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 1<sup>st</sup> day of MAY, 2023, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Camp Chautauqua 10550 Camp Trail, Miamisburg, OH 45342** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2024.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program (CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be

immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

- S. This agreement may be modified upon mutual consent of both parties.

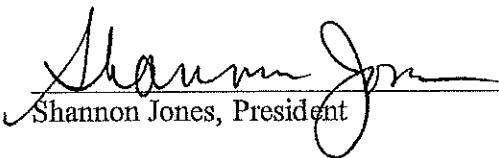
T. GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES. Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
See Policy Manual	

U. CERTIFICATIONS: The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 23  
day of May, 2023.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
Shannon Jones, President

**WORKSITE:**

Camp Chautauqua  
Worksite Name

  
Signature/Worksite Administrator

5-1-2023  
Date

Operations Director  
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

\_\_\_\_\_  
Signature of Authorized Organized Labor Representative

\_\_\_\_\_  
Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

  
Matt Fetty OMJWC, Director

5/16/23  
Date

**APPROVED AS TO FORM:**

  
Keith Anderson, Assistant Prosecuting Attorney





**Warren Co. TANF Summer Youth Employment Program  
Request Form**

**I. Agency Information:**

Agency Name: Camp Chautauqua  
 Address: 10550 Camp Trail, Miamisburg, OH 45342  
 Phone: 937-746-3811 E-mail nate@thecampbytheriver.com  
 Agency Administrator: Operations Director  
 Contact Person: Nathan Cox  
 FEIN#: 46-1831177

**II. Program Information:** Work for the youth will begin at the worksite on or about 9am and continue until on or about 5pm. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 4 1/2 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
MAIN CAMP; CAMP CHAUTAUQUA	NATHAN COX	10	14-24	From: 7:00 A To: 7:00 P	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

**III. Job Description(s):** Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Aquatics : Lifeguard, pool maintenance, river rafting guide

Worksite #2 Culinary assistant: Cafeteria, Grandview Grille, Choose Your Way Cafe, and Camp Hot Dog Cart

Worksite #3 Maintenance / Grounds

Worksite #4 Recreation: High rope elements, low rope elements, team building, general sports activities

Worksite #5 General Labor: Camp clean up, set up, tear down

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

     Yes    /    No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

N/A Tudor

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Ruthen Co  
Signature of Worksite Administrator/Title

5-1-2023

Date

Matt Fetty

5-1-23

Matt Fetty, Director, OhioMeansJobs Warren County

Date

Attachment B

Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:**

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

#### Attachment C

### GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

#### GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

# Resolution

Number 23-0637

Adopted Date May 23, 2023

ENTER INTO AN OFFICE SPACE REIMBURSEMENT AGREEMENT WITH OHIOMEANSJOBS  
WARREN COUNTY

BE IT RESOLVED, to enter into an Office Space Reimbursement Agreement with OhioMeansJobs  
Warren County; 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 – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County  
OhioMeansJobs (file)  
S. Spencer  
Auditor

## OFFICE SPACE REIMBURSEMENT AGREEMENT

This Agreement is made this 23 day of May 2023, between the Warren County Board of Commissioners (Commissioners) and the Ohio Means Jobs Warren County for the use of office space in 300 East Silver Street, Lebanon, Ohio (Old Courthouse) for the implementation of the Workforce Investment Act.

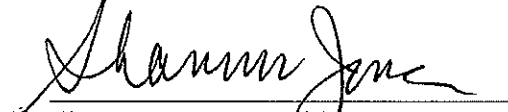
It is agreed between the parties as follows:

1. Commissioners hereby agree to allow the Ohio Means Jobs Warren County to occupy a portion of the Old Courthouse located at 300 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,629 square feet of propriety occupied space, approximately 1,589 square feet of Ohio Means Jobs partner shared space.
2. The Ohio Means Jobs Warren County shall pay a user fee of \$20,865.00 for the ~~propriet~~<sup>ly</sup> occupied space, a user fee of \$15,890.00 for the One-Stop partner shared space, and approximately 2,484 square feet of meeting room space for a total user fee of \$36,755.00 per year. Payment is due prior to June 30, 2024.
4. The use of the Young Room (approximately 1928 square feet) and the Jones Room (approximately 556 square feet) shall be granted to Ohio Means Jobs (OMJ) at no charge (\$20,400 in-kind contribution annually).
5. This Agreement shall be in effect for a term of one (1) year commencing on July 1, 2023 and terminating June 30, 2024.
6. The Ohio Means Jobs shall have exclusive use of the Premises as described in Attachment "A" and for the purpose stated above, in its present condition, reasonable wear and tear excepted.
7. Commissioners shall provide to the Premises, at no additional charge to the Ohio Means Jobs, all property insurance, gas, electric, water and sewer service, except telephone, and maintenance and custodial services as required.
8. Consent is given to request reimbursement for the cost of the Ohio Means Jobs partner shared space from the Ohio Means Jobs partners and the office space from ODJFS, ODJFS Vets, and OOD per agreements in MOU between OMJ Warren County Center Partners. Otherwise, Premises shall not be sub-let or assigned to any other entity without prior written consent of either party.
9. No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Commissioners for maintenance and/or safety purposes.

10. In the event of any breach of this Agreement, either party hereto shall have the right to terminate this Agreement in accordance with the laws of the State of Ohio and the Commissioners shall have the right to re-enter and claim possession of the Premises, in addition to such other remedies available to the Commissioners as the property owner arising from said breach.

This Agreement shall be binding to the benefit of the parties, their successors, assigns and personal representatives.

**Warren County Board of Commissioners**

  
Shannon Jones, President

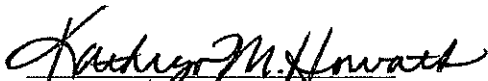
5.23.23  
Date

**Ohio Means Jobs Warren County**

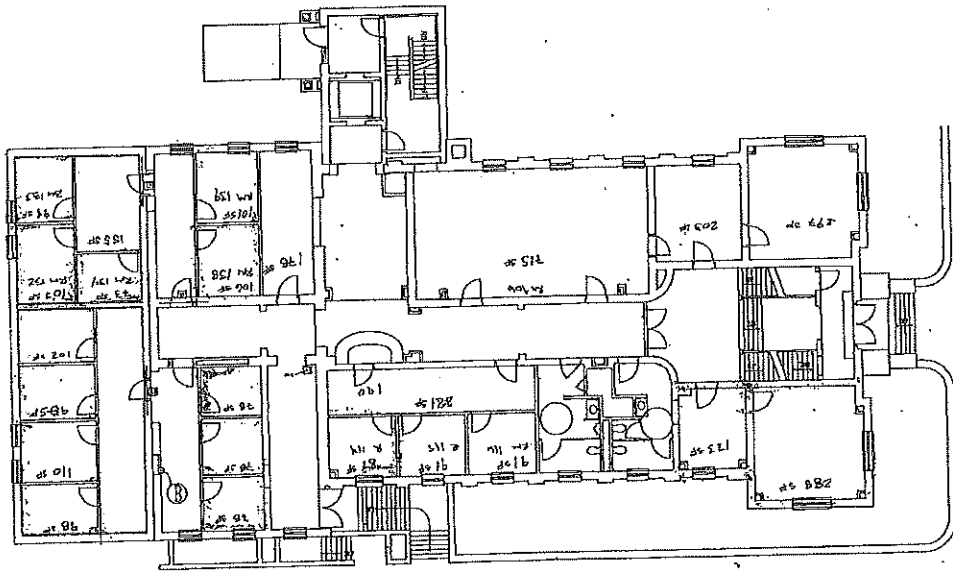
  
Matt Fetty, Director

5/5/23  
Date

**Approved as to form:**

  
Assistant Prosecutor

1st



851  
852

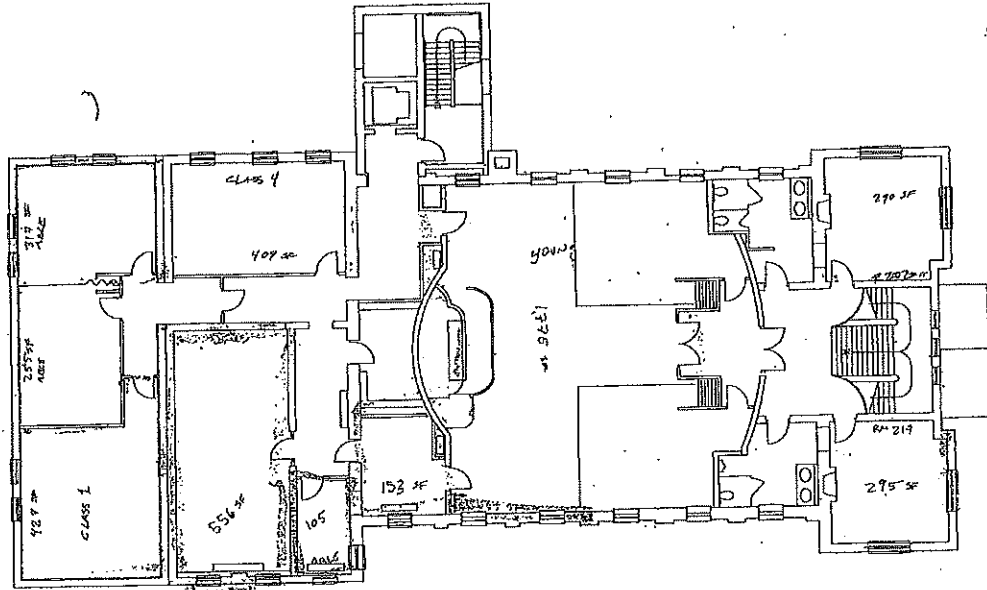
FIRST LEVEL



but

12/23

1000 1000  
1100 1000  
- 2488



SECOND LEVEL  
12/23

Placement

366 w/ops

430 with new layout

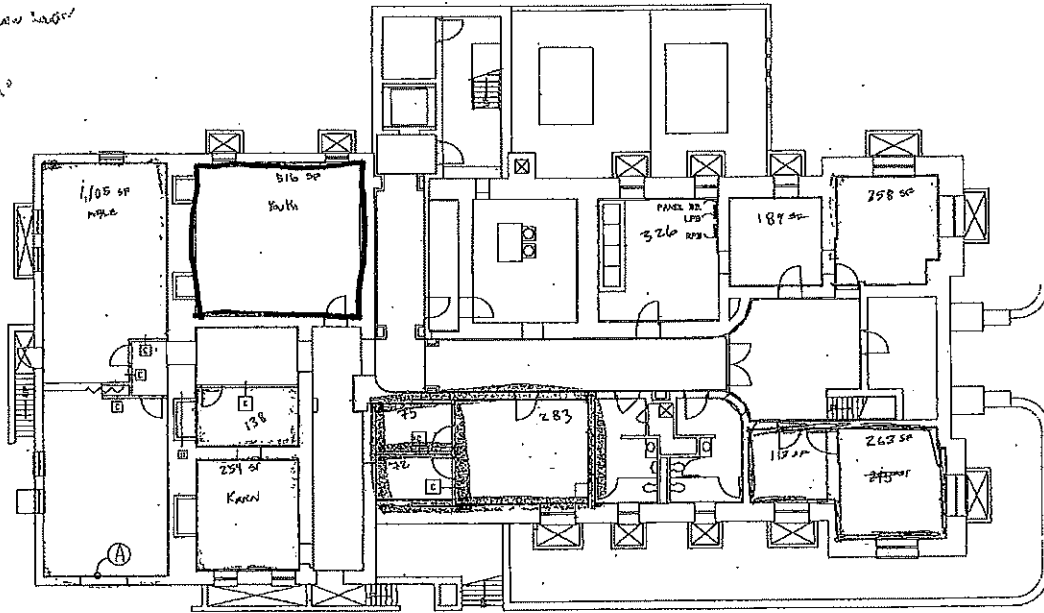
1359 AHU

staves

staves

516 water supply

376 common plant



Basement  
SECOND LEVEL

# Resolution

Number 23-0638

Adopted Date May 23, 2023

APPROVE THE MEMORANDUM OF UNDERSTANDING AND AGREEMENT WITH ST. MARGARET OF YORK FOR A SCHOOL RESOURCE DEPUTY ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve the Memorandum of Understanding and Agreement with St. Margaret of York for a School Resource Deputy on behalf of the Warren County Sheriff's Office 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 – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—St. Margaret of York  
Sheriff (file)

**ST. MARGARET OF YORK AND WARREN COUNTY SHERIFF'S OFFICE SCHOOL  
RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING AND  
AGREEMENT**

This Agreement and Memorandum of Understanding entered and effective as of the date last signed below is between the Warren County Board of Commissioners on behalf of the Warren County Sheriff's Office (hereinafter "WCSO"), and St. Margaret of York (hereinafter "SMOY") (collectively referred to as "the parties").

**Whereas**, SMOY requires a safe and orderly environment in order to successfully educate its students and requires school resource officers (hereinafter "SRO") for this purpose and;

**Whereas**, WCSO desires to provide deputies to act as SROs to provide law enforcement public safety services to SMOY for the SRO Program.

**Whereas**, pursuant to Section 3313.951 of the Ohio Revised code the parties join in this agreement and memorandum of understanding with the goal of collaboration between the parties to ensure school administrators, staff, and students have the resources and expertise to maintain safety, order and discipline on its school campuses (this activity is hereinafter referred to as the "SRO Program"). The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

**Whereas**, this agreement and memorandum of understanding clarifies the roles of the SRO and school administrators, the scope of their authority, their duties to provide effective communication, and other responsibilities of the parties.

**Now therefore**, the parties agree as follows:

**1. WCSO Responsibilities:**

- 1.1. WCSO, in collaboration with the Warren County Commissioners, shall be responsible to provide a total of 1 deputy to act as an SRO for SMOY.
- 1.2. WCSO shall be responsible to provide uniforms, weapons, salary and benefits in accordance with the applicable salary schedules and employment practices of the WCSO, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, worker's compensation, unemployment compensation, life insurance, dental insurance and medical/hospitalization insurance.
- 1.3. WCSO shall be responsible for supplying necessary marked patrol vehicles and will bear the cost of all vehicle operating expenses, including but not limited to: fuel cost, regularly scheduled vehicle maintenance, vehicle repairs and replacement as necessary.
- 1.4. WCSO shall be responsible for the cost of the SROs continued professional education and training pertaining to all functions of WCSO sworn personnel.
- 1.5. WCSO shall invoice SMOY pursuant to the attached Schedule A. WCSO will invoice SMOY quarterly in advance of SRO services being provided.
  - 1.5.1 WCSO will return any overpayments to SMOY 60 days after the current calendar year.

## **2. SMOY Responsibilities:**

2.1 SMOY shall be responsible to pay WCSO the **actual total cost of service of 1 deputy.**

2.1.1 WCSO will provide an annual addendum [referred herein as Schedule A] that details the **actual total cost of service.** The parties acknowledge and agree that this amount is subject to fluctuations based on collective bargaining agreements, the assignment of a particular deputy, salaries, and benefits, etc.

2.2 SMOY may be responsible for the cost of training pertinent to the SRO Program, in an amount not to exceed \$1,500.00 total, any additional training costs may be paid by the WCSO. SRO Program should focus on understanding child and adolescent development, age-appropriate practices for conflict resolution, developmentally informed de-escalation and crises intervention methods, and school safety.

2.3 If SMOY shall cause any overtime to be owed to an SRO due to SMOY seeking SRO services for school related activities including but not limited to athletic events, student performances, dances, field trips or other extracurricular activities, SMOY shall be solely responsible for any such overtime. WCSO will include the overtime on the applicable invoices.

2.4 SMOY shall pay any quarterly invoices it received from WCSO within 30 days of receipt, pursuant to Schedule A.

## **3. Relationship of the Parties**

3.1 The WCSO shall provide all SRO services pursuant to this contract as an independent contractor. The SRO will, at all times, be under the direct supervision and control of the WCSO, and subject to the rules, regulations, and policies of the WCSO, and the laws of the State of Ohio and the United States Government. In no event shall the SRO be considered an employee of SMOY. The SRO, as the employee of an independent contractor, is not authorized to make a contract, agreement, or promise on behalf of SMOY, or to create any implied obligation on behalf of SMOY.

## **4. Term and Termination**

4.1 The terms of this contract shall commence upon final signature below and continue through and terminate at 11:59 p.m., July 31, 2026. However, this contract may be renewed for an additional term by a written addendum executed by both parties. Either party may terminate this contract without cause by giving 90 days written notice to the other party or upon 30 days written notice if for cause. The contract shall also terminate automatically at 11:59 p.m. on July 31<sup>st</sup> of every calendar year after 2026, in the event the parties fail to agree upon the division of SRO payroll costs for the subsequent calendar by that day and time.

## **5. Responsibilities of SRO**

5.1 The SRO is a sworn Warren County Deputy Sheriff assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order and support of the Campus' of SMOY. The SRO will be considered an active member of the administrative team.

- 5.2 The SRO's assigned school buildings, grounds, and surrounding will be the equivalent of the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO. In an emergency, in the absence of the SRO, the school shall call 911.
- 5.3 The SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods. When school is not in session during summer months and when not requested by the school for school functions, the SRO's schedule shall be determined by the WCSO. When possible the WCSO shall assign a substitute SRO to perform all SRO duties whenever the primary SRO is unavailable due to illness, vacation or emergency.
- 5.4 The SRO shall wear the regulation deputy uniform and operate a marked sheriff's cruiser while on duty unless otherwise authorized. The supervisor may approve a soft uniform provided the SRO maintains a state of readiness by having all necessary equipment readily available. The SRO provides a visible deterrent to crime and a positive representation of the WCSO to students and staff.
- 5.5 While the primary role of the SRO will be that of a law enforcement officer the SRO shall also fulfill the additional roles of counselor, teacher, and community liaison.
- 5.6 The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- 5.7 The SRO may also become involved with the school's curriculum and provide instruction that will enhance the students' understanding of the law enforcement mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instruction in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the supervisor for review and approval prior to presentation.
- 5.8 When it is in the best interest of the WCSO and the school, the SRO may make formal presentation to, or participate in, school-based community organization meetings. The supervisor must approve participation in other activities such as panel discussion, mentoring programs and community coalitions or task forces in advance. The SRO shall keep the supervisor informed of the status of such additional activities.
- 5.9 A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. The SRO shall meet weekly, or more frequently, if necessary, with the assigned school principal or their designee for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- 5.10 The SRO is expected to be familiar with school rules and how they are applied by the school. Routinely, rule infractions will not be handled as violations of law, but

instead will be referred to the principal for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal. This specifically applies to general standards of conduct. If not otherwise prohibited by law or WCSO policy, the principal or their designee may direct the SRO to investigate school rule violations and appear as a witness as resulting proceedings before the school board or any other appropriate forum. The following procedures will be adhered to where arrests of students, staff or trespassers become necessary:

- 5.10.1 Arrests of students of staff during school hours or on school grounds shall be reported to the principal as soon as practical.
- 5.10.2 Persons who have been deemed as non-students without legitimate reason to be on school grounds or those, including students, whose presence on school grounds has been restricted or forbidden may be arrested for trespassing.
- 5.10.3 The decision to arrest shall be at the sole discretion of the SRO, but will be discussed with the principal whenever practical, with the exception of an active arrest warrant.
- 5.10.4 The SRO shall make every effort to affect each arrest in a manner as to provide minimal disruption to school operations.
- 5.10.5 The SRO shall make notification to a juvenile offender's parent or guardian in accordance with the WCSO procedures.
- 5.11 It is agreed that SROs shall not transport students except:
  - 5.11.1 When the student is a victim of crime, under arrest, when a student is suspended and sent home from school and the student's parent or guardian has refused or is unable to transport the student within a reasonable time and it has confirmed that the student's parent is at the destination to which the student is to be transported, or some other exigent circumstances exist.

## **6. Responsibilities of School Principal**

- 6.1 It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal or their designee shall meet on a weekly basis with the assigned SRO to share information and discuss any relevant issues.
- 6.2 The principal shall ensure the SRO is provided a designated work area equipped with a telephone and computer. The principal shall also ensure the SRO has unrestricted access to a photocopier and fax machine. The principal shall provide the SRO access to the internet but will follow the guidelines set forth in the school district's acceptable use policy.
- 6.3 The principal shall meet with the SRO supervisor at the request of either party when needed to ensure adequate communication between the school and WCSO. Upon request, the principal shall provide information to the SRO supervisor to assist in preparing for the annual evaluation of the SRO's performance. The principal is also encouraged to consult with the SRO supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school district.
- 6.4 The principal shall ensure the school staff are trained and have an understanding of the importance of the emergency procedures as dictated in the Emergency Response Plan. While it is incumbent upon each member of the school staff to earnestly

participate in routine emergency drills, the principal shall facilitate this effort and cooperation.

6.5 The principal or their designee shall ensure there is always an administrator onsite. The SRO is not given sole charge of the building in the absence of the school administrator(s).

6.6 Pursuant to Ohio Revised Code §5502.262, the school principal or other school administrator shall maintain a comprehensive emergency management plan and, when necessary, shall update said plan. Pursuant to Ohio Revised Code §5502.262(C)(2), the school principal or other school administrator shall provide a copy of the plan to the WCSO.

#### **7. Responsibilities of SRO Supervisor**

7.1 The SRO supervisor shall ensure the SRO remains fully certified in all aspects of training and updated in all current legal issues that pertain to all sworn personnel.

7.2 The SRO supervisor shall act as liaison between the SMOY and the WCSO. The SRO supervisor will immediately address any personnel concerns SMOY brings forward regarding the SRO.

#### **8. Entire Agreement**

8.1 This agreement and memorandum of understanding contains the entire agreement between the parties with respect to the SRO program and supersedes all prior written or oral agreement between the parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

#### **9. Modification or Amendment**

9.1 No modification or amendment of any provisions of this agreement and memorandum of understanding shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which referred specifically to this memorandum of understanding and states than amendment or modification is being made in the respects as set forth in such amendment.

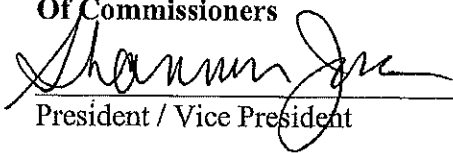
**[The remainder of this page is intentionally left blank.]**




**10. Execution**

In execution whereof, the undersigned duly authorized parties hereby agree to the above agreement and memorandum of understanding and all of its terms and conditions.

**Warren County Board  
Of Commissioners**

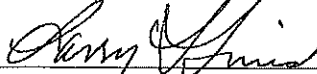
  
\_\_\_\_\_  
President / Vice President

  
\_\_\_\_\_  
Printed Name

5.23.23  
\_\_\_\_\_  
Date

Resolution Number: 23-0638

**Reviewed and Approved by  
Warren County Sheriff's Office**

  
\_\_\_\_\_  
Larry L. Sims, Sheriff

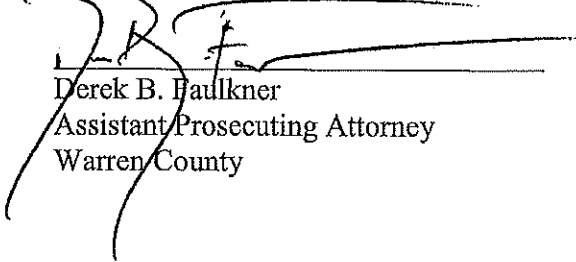
**St. Margaret of York School  
Warren County, Ohio**

  
\_\_\_\_\_  
Authorized Signatory

Kristin Penley  
\_\_\_\_\_  
Printed Name

4/25/23  
\_\_\_\_\_  
Date

**Approved as to Form,**

  
\_\_\_\_\_  
Derek B. Faulkner  
Assistant Prosecuting Attorney  
Warren County

ATTACHMENT A  
2023 PAYROLL ADDENDUM

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and St. Margaret of York, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of August 12, 2023 and continuing through midnight on December 31, 2023.

**2023 St. Margaret of York Contract Personnel**

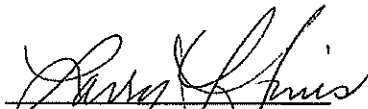
<b>66302264</b>		Updated: 5/8/2023	
Salaries (5102)			\$28,540.80
Overtime (5114)			\$2,000.00
PERS (5811)	18.10%	\$30,540.80	\$5,527.88
Benefits (5820)	1	\$1,600.00	\$19,200.00
Worker's Comp (5830)	2%	\$30,540.80	\$610.82
Medicare (5871)	1.45%	\$30,540.80	\$442.84
<b>Total (County)</b>			<b>\$56,322.34</b>

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

**3<sup>RD</sup> QUARTER INVOICE:   \$28,161.17**  
**4<sup>TH</sup> QUARTER INVOICE:   \$28,161.17**

All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_, Ohio

  
\_\_\_\_\_  
Sheriff Larry L. Sims

  
\_\_\_\_\_  
Kristin Penley

# Resolution

Number 23-0639

Adopted Date May 23, 2023

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report 1 in reference to Warren County CrimeView/FireView Analytics Sales Order Q-22747 and Q-27922; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Completion Report 1 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:

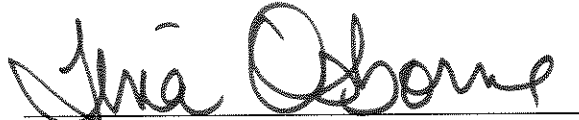
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square Technologies  
Telecom (file



# CENTRALSQUARE

TECHNOLOGIES

## Warren County, OH

### Sales Order Q-22747 & Q-27922

### Task Completion Report #1

Effective Date: 5/9/2023

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **Warren County CrimeView/FireView Analytics – Sales Order Q-22747 and Q-27922.**

Reference: Warren County Commission Resolution 21-0156

**Completion of Project Deliverable:**

1. CrimeView Analytics Standard Subscription – 4/29/2023
2. CrimeView Analytics Informative Subscription – 4/29/2023
3. 10 CrimeView Analytics Designer Licenses Annual Subscription – 4/29/2023

Note: FireView Analytics and Professional Services have not been completed.

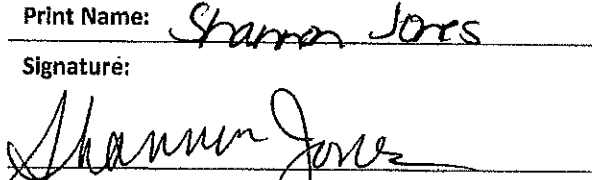
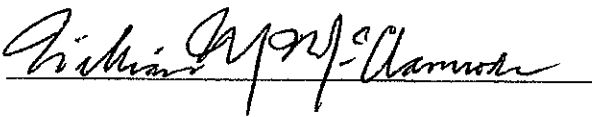
**Acknowledgement:**

Upon receipt of this TCR, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
CrimeView Analytics Standard Subscription – 100% Due at Subscription Activation Q-22747	\$1,012.50
CrimeView Analytics Informative Subscription – 100% Due at Subscription Activation Q-22747	\$4,500.00
CrimeView Analytics Designer/Admin License Annual Subscription Qty 10 @\$350 ea. Q-27922	\$3,500.00
<b>Total</b>	<b>\$9,012.50</b>

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this TCR may result in a project slowdown or stoppage.

Please sign and return this TCR to CentralSquare.

Approvals	
Client Project Manager	Print Name: <u>Sharon Jones</u> Signature: <u></u> Date: <u>5.23.23</u>
CentralSquare Project Manager	Print Name: <u>William M. McClamroch</u> Signature: <u></u> Date: <u>5/9/2023</u>

# Resolution

Number 23-0640

Adopted Date May 23, 2023

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report 126 in reference to Warren County Inform CAD, Mobile, RMS and Jail Project Sales Order 6395; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Completion Report 126 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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square Technologies  
Telecom (file



# CENTRALSQUARE

TECHNOLOGIES

## Warren County, OH - Sales Order 6395 Task Completion Report #126

Effective Date: 5/15/2023

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **Warren County Inform CAD, Mobile, RMS and Jail Project – Sales Order 6395**.

**Completion of Project Deliverable:**

1. Ohio State Reporting (OIBRS) using RMS Web – 2/13/2023

**Acknowledgement:**

Approval of this TCR does not generate an invoice related to this Project.

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this TCR may result in a project slowdown or stoppage.

Please sign and return this TCR to CentralSquare.

Approvals	
Client Project Manager	Print Name: <u>Shannon Jones</u> Signature: <u><i>Shannon Jones</i></u> Date: <u>5.23.23</u>
CentralSquare Project Manager	Print Name: <u>William W. McClamroch</u> Signature: <u><i>William W. McClamroch</i></u> Date: <u>5/15/2023</u>

# Resolution

Number 23-0641

Adopted Date May 23, 2023

## AUTHORIZE THE FILING OF APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FY 2024 OHIO TRANSIT PARTNERSHIP PROGRAM

WHEREAS, the State of Ohio through its FY 2024 programs has made available funds to assist public transportation systems in Ohio; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of County Commissioners; and

WHEREAS, the Warren County Transit Service is presently providing transit service and observing all federal and state rules regarding these programs; and

NOW THEREFORE BE IT RESOLVED, that Warren County Office of Grants Administration is hereby authorized to file an application and execute contracts for the FY 2024 Ohio Transit Partnership Program, on behalf of the Warren County Board of County Commissioner; and

BE IT FURTHER RESOLVED that the Warren County Office of Grants Administration is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with these applications.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: OGA (file)  
Transit (file)



# Resolution

Number 23-0642

Adopted Date May 23, 2023

ENTER INTO AGREEMENT WITH MJB PROPERTY INVESTMENTS, LLC FOR WATER SERVICE TO PROPERTY AT 5777 BUNNELL HILL ROAD

WHEREAS, MJB Property Investments, LLC desires water service to the property at 5777 Bunnell Hill Road; and

WHEREAS, the existing water main does not extend across the frontage of the property; and

NOW THEREFORE BE IT RESOLVED:

1. That water service is permitted to be provided to 5777 Bunnell Hill Road subject to the terms and provisions of the "Water Service Agreement" executed by R. Todd Bettman owner of MJB Property Investments, LLC.
2. That the terms and provisions of the above referenced "Water Service Agreement" are acceptable to this Board and the Agreement is hereby approved and executed, a copy of which 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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

CW

cc: c/a—MJB Property Investments, LLC  
R. Todd Bettman, 7828 Country Vie Lane, Brookville, OH 45039  
Water/Sewer (file)  
Recorder (certified)

**Affidavit relating to title**

R.C. 5301.252(B)(3)

[the happening of any condition or event that may create an estate or interest in real estate]

---

**STATE OF OHIO, COUNTY OF WARREN, ss:**

Now comes Chris Brausch and upon being duly cautioned and sworn does hereby state the following based on personal knowledge:

- 1) I am of majority age and legally competent to testify to all matters herein.
- 2) I am the Sanitary Engineer for Warren County and the Director of the Water and Sewer Department.
- 3) Warren County has entered into a Water Service Agreement (attached as Exhibit "1") with MJB Property Investments, LLC, who is the current owner of the property located at Bunnell Hill Road, Lebanon, Ohio 45036, identified as Parcel No. 08-05-200-002 (the "Property"), being more particularly described on Exhibit "A" attached hereto, for water service to the Property and for the future extension of County waterlines across, adjacent, and fronting such Property, subject to the terms and conditions therein, including without limitation the granting of easements to Warren County.
- 4) The purpose of this affidavit is to give notice of the happening of a condition or event that may create an estate or interest in the Property.

**AFFIANT:**

SIGNATURE: \_\_\_\_\_

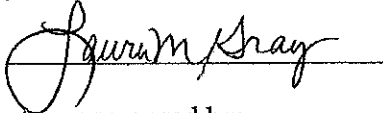
PRINTED NAME: Chris Brausch

DATE: 5/17/23

Sworn to and subscribed before me, a Notary Public, in and for said County and State, on this <sup>MAY</sup> 1<sup>st</sup> day of ~~March~~, 2023, by the person known or proven to me to be **Chris Brausch**, who acknowledged the signing of the foregoing affidavit to be his own free and voluntary act and deed, and in accordance with his official duties. This is a jurat. This notarial act was administered in compliance with R.C. 147.542 (D)(1).

IN TESTIMONY WHEREOF,  
I have hereunto subscribed my  
name and affixed my Notarial seal,  
on the day and year last aforesaid.

Notary Public:



LAURA M GRAY [SEAL]  
Notary Public, State of Ohio  
My Commission Expires March 28, 2028

This instrument was prepared by:

DAVID FORNSHELL  
PROSECUTING ATTORNEY  
OF WARREN COUNTY, OHIO

By:

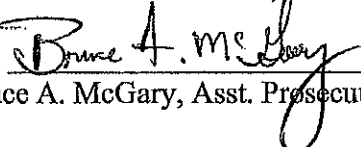
  
Bruce A. McGary, Asst. Prosecuting Attorney

EXHIBIT 1

Grantors: MJB Property Investments, LLC  
Parcel No.: 08-05-200-002  
Auditor's Account No.: 0600625

**WATER SERVICE AGREEMENT**

This **WATER SERVICE AGREEMENT** (the "Agreement") is entered into by and between the Board of Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, OH 45036 (the "County") and MJB Property Investments, LLC, an Ohio limited liability company whose tax mailing address is 7828 Country View Lane, Brookville, Ohio 45309 (the "Owner").

**RECITALS:**

WHEREAS, Owner is the fee simple owner of the following described real estate (the "Property"):

Sidwell No. 08-05-200-002

Situated in Clearcreek Township, Warren County, Ohio, in Section 5, Town 3, Range 4, M.R.S., and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Deed Reference: Doc. # 2022-036962 of the Warren County, Ohio deed records.

WHEREAS, the existing water main on Bunnell Hill Road terminates approximately 435 feet from the south boundary line of the Property and does not extend across the Property; and

WHEREAS, Owner desires to obtain public water service from the County, and if made available, Owner desires to install a water service lateral from the existing water main to the Property; and,

WHEREAS, Section 10.01(d) of the "Rules and Regulations" of the Warren County Water and Sewer Department provides that no water service shall be supplied to any property unless a water main has been installed across the property to which service is to be provided in all situations where future extensions are possible in the future, or the County determines it is not feasible at the time of application and the County and the owner may enter into a Water Service Agreement providing for certain terms and conditions stated in the Rules and Regulations; and,

WHEREAS, it is not feasible at this time to extend the water main across the Property; and,

WHEREAS, in anticipation of the water main being extended across the Property at a future date, the County is willing to supply water to the Property prior to the condition precedent set forth in the said Section 10.01(d) of the Rules and Regulations, subject to the parties entering into this Water Service Agreement with the terms and conditions herein.

NOW, THEREFORE, IN CONSIDERATION of the issuance by the County of a permit to Owner to tap into the County's water main for the purpose of providing water service to the Property prior to a water main being extended across the Property, on behalf of itself and its successors and assigns, Owner agrees to the following terms and conditions:

EXHIBIT 1

1. Owner shall, at the future request of the County, timely petition for and pay its portion of the cost of installing a water main to and across the Property in accordance with future plans approved by the County, and shall grant to the County, for no additional consideration as Owner irrevocably stipulates the consideration recited herein is suffice for such easements, the easements necessary for the construction of said water main across the Property prior to County having any obligations hereunder. Owner agrees that it shall cause said easements, the form and content of which shall be prepared and approved by the County Prosecutor's Office, to be executed by all persons having any interest in the Property in order to grant necessary easements to the County, including without limitation documents memorializing the authority of signatures, and the consent or subordination of all lienholder(s) rights such that the County's easements cannot be terminated without the express written consent of the County.

2. In the event Owner fails, within thirty (30) days after request by the County to petition for and pay their portion of the cost of extending a water main in accordance with Paragraph 1 hereof, the County Sanitary Engineer shall have the right to terminate all water service to said Property and in connection therewith shall have the right to sever from the County water distribution system the water service lateral through which said Property is provided water service. Owner, by executing this Agreement, hereby grants a temporary license to County, its agents, successors and assigns to enter onto the Property to sever the water service lateral, if necessary.

3. Pursuant to the "Rules and Regulations" of the Warren County Water and Sewer Department, and in addition to the costs associated with the installation of a water service lateral by Owner to the Property, the following fees and charges shall be applicable to the connection to the County's water system:

Tap Fee (5/8" Meter)		\$ 4,000.00
Non-Participant Fee		\$ 4,550.00 (Rules and Regs. 9.03.10)
Service Connection Fee	\$ 850.00	
Lateral Inspection Fee	\$ 80.00	
Total to be Paid to County		\$ 9,480.00

It is recognized and acknowledged by Owner that the "Rules and Regulations" of the Water and Sewer Department are subject to modification. The above fees and charges shall be applicable for only thirty (30) days from the date of this Agreement. After that date, if the Owner has not paid the above referenced fees and charges, the fees and charges shall be determined at the time of application for water service in accordance with the then applicable "Rules and Regulations" of the Water and Sewer Department.

4. Owner, at its sole cost, shall obtain all easements and permits necessary to provide access to the water main for the construction of the private water service lateral. Owner shall be responsible for the ownership, operation and maintenance of the water service lateral from the water main to the structure(s) to be served, and Owner shall hold harmless and hereby releases the County, its elected officials, employees, agents and insurers for all liability relating thereto.

5. All construction shall be in accordance with the specifications and requirements of the Warren County Water and Sewer Department including without limitation all construction must be inspected and approved by a representative of the Water Department.

EXHIBIT 1

6. In the event the water main is extended to or across the Property after Owner has paid the charges and fees listed in Paragraph 3, the above Non-Participant Charge shall be credited to Owner and subtracted from Owner's portion of the cost of extending the water main. If a portion of the Tap Fee is waived for other properties as part of the project extending the water main to or across the Property, the above portion of Tap Fee paid by the Owner above and beyond the fee subsequently paid by the other participating property owners under the water main extension, shall be credited to Owner and subtracted from said Owner's portion of the cost of extending the water main. If the Owner's portion of the cost of extending the water main is less than the Non-Participant Charge and a portion of the Tap Fee which may be waived, Owner shall be reimbursed the difference. However, no interest shall be paid on the amount being reimbursed.

7. As used in this Agreement, the term "Owner" shall include its successors and assigns. As used in this Agreement the term "County" shall include its agents, employees, contractors, successors and assigns.

IN EXECUTION WHEREOF, the Owner has caused this Agreement to be executed on the date stated below, by its authorized representative, acting in accordance with Owner's operating agreement, consent action or company resolution.

OWNER:

SIGNATURE: [Signature]  
NAME: R. Todd Bethman  
TITLE: Principal - MJB Properties, LLC  
DATE: 4/9/23

STATE OF OH, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 4/9 day of April, 2023, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be R. Todd Bethman, whose title is Principal, of **MJB Property Investments, LLC, an Ohio limited liability company**, and whose name is subscribed hereto and acknowledged the signing and execution of said instrument is his or her voluntary act and deed, and in accordance with the authorization to so act on behalf of and bind the company. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(2).

IN TESTIMONY WHEREOF,  
I have hereunto subscribed my name  
and affixed my Notarial seal,  
on the day and year last aforesaid.

Notary Public: Marie Ann Ferraro

(Continued on next page)

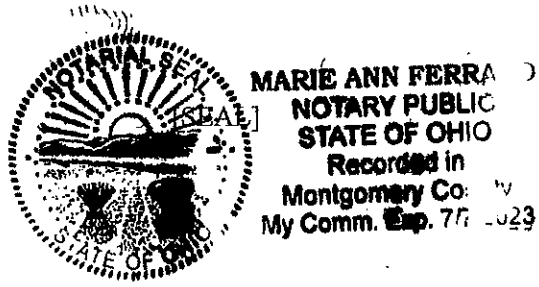


EXHIBIT 1

IN EXECUTION WHEREOF, the Board of Commissioners, Warren County, Ohio has caused this Agreement to be executed by the Board President or Vice-President, on the date stated below, pursuant to Resolution Number 23-042, dated 5-23-23.

COUNTY:

SIGNATURE: [Signature]  
NAME: Shannon Jones  
TITLE: President  
DATE: 5-23-23

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 23 day of may, 2023, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be Shannon Jones, President or Vice-President of the Board of Commissioners, Warren County, Ohio, whose name is subscribed hereto, and who acknowledged the signing and execution of said instrument is his or her voluntary act and deed, and pursuant to the said Resolution. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(2).

IN TESTIMONY WHEREOF,  
I have hereunto subscribed my  
name and affixed my Notarial seal,  
on the day and year last aforesaid.



KRYSTAL LYNN POWELL  
NOTARY PUBLIC - STATE OF OHIO  
Comm. No. 2021-RE-834388  
My Commission Expires July 16, 2026

Notary Public: Krystal Lynn Powell

[SEAL]

Approved as to form:

DAVID FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

[Signature]  
By: Bruce A. McGary, Asst. Prosecuting Attorney  
Date: 4/25/2023

# Resolution

Number 23-0643

Adopted Date May 23, 2023

TRANSFER 2002 BETTER BUILT HD TRAILER BEING UTILIZED BY THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT TO HARLAN TOWNSHIP

WHEREAS, the Warren County Board of Commissioners is in possession of a 2002 Better Built HD Trailer that is no longer needed by the Warren County Facilities Management Department; and

WHEREAS, Harlan Township has expressed interest in obtaining said trailer; and

NOW THEREFORE BE IT RESOLVED, to transfer the following trailer from the Warren County Commissioners to Harlan Township:

2002 Better Built HD Trailer

VIN #4MNFB182521002160

BE IT FURTHER RESOLVED, that said trailer shall be returned to this Board of Commissioners upon such time that Harlan Township no longer has a need for the trailer.

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 – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
Harlan Township (file)  
Title Transfer file  
B. Quillen – Auditor's Office  
T. Osborne



# Resolution

Number 23-0644

Adopted Date May 23, 2023

AUTHORIZE THE TRANSFER OF EQUIPMENT TO MOBILCOMM FOR TRADE IN ON NEW BI-DIRECTIONAL AMPLIFIER ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS Warren County Telecommunications will be purchasing a new Bi-Directional Amplifier, with the purchase including the trade in of a Corning MobileAccess Radio Interface Unit; and

WHEREAS, the Corning MobileAccess Radio Interface Unit, Model# RJU-IM, Serial #5D28B5C will be transferred to MobilComm; and

NOW THEREFORE BE IT RESOLVED, to authorize the transfer of the above listed equipment to Mobilcomm.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)  
Transfer file  
B. Quillen – Auditor's Office

# Resolution

Number 23-0645

Adopted Date May 23, 2023

## AUTHORIZE THE DISPOSAL AND TRANSFER OF WARREN COUNTY TELECOMMUNICATIONS EQUIPMENT TO SOUND COMMUNICATIONS

WHEREAS, the Warren County Telecommunications Department has a Dispatch Computer (Model Max-Pro, S/N DO 10024) that when operational also plays dual sided DVD ROM cartridges; and

WHEREAS, said computer is non-functional, obsolete technology and of no use to Telecom's current operations, with no value in removal for sale and further removal effort would exceed the current value of said equipment; and

WHEREAS, Sound Communications, Inc. has agreed to take the computer and attempt to recover files from the old DVD Cartridge relevant to a pending public records request, as well as determine if any components are salvageable; and

WHEREAS, as there is no guarantee that any files can be recovered or that any of the components can be salvaged the vendor will not charge the county for their work and in exchange for their efforts the vendor may keep any salvageable parts and discard any remaining unsalvageable components; and

WHEREAS, the vendor will further provide to Telecom any recovered dispatch files from the DVD Cartridge if possible; and

NOW THEREFORE BE IT RESOLVED, to authorize the disposal and transfer of the above listed property to Sound Communications, Inc.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)  
B. Quillen – Auditor's Office  
Transfer file

# Resolution

Number 23-0646

Adopted Date May 23, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/16/23 and 5/18/23 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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-0647

Adopted Date May 23, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR LONG COVE ACQUISITION PARTNERS, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR LONG COVE, PHASE 7 SITUATED IN DEERFIELD TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances (including sidewalks) performance bond reduction and the two-year maintenance period:

## BOND REDUCTION

Bond Number	: 20-017 (P/S-M)
Development	: Long Cove, Phase 7
Developer	: Long Cove Acquisition Partners, LLC
Township	: Deerfield
Reduction Amount	: \$1,647.16
Surety Company	: Huntington Nat'l Bank Cashier Check #2014046603

BE IT FURTHER RESOLVED: the original amount of bond was \$35,938.76 and after the above reduction, the maintenance bond amount is \$34,291.60.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Long Cove Acquisition Partners, LLC, Attn: R. Seitz, 7556 Central Parke Blvd, Mason, OH 45040  
OMB Attn: S. Spencer  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-0648

Adopted Date May 23, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR LONG COVE ACQUISITION PARTNERS, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR LONG COVE, PHASE 4D SITUATED IN DEERFIELD TOWNSHIP.

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances (including sidewalks) performance bond reduction and the two-year maintenance period:

## BOND REDUCTION

Bond Number	: 17-002 (P/S-M)
Development	: Long Cove, Phase 4D
Developer	: Long Cove Acquisition Partners, LLC
Township	: Deerfield
Reduction Amount	: \$4,712.60
Surety Company	: Huntington Nat'l Bank Cashier Check #2011004335

BE IT FURTHER RESOLVED: the original amount of bond was \$28,844.40 and after the above reduction, the maintenance bond amount is \$24,131.80.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Long Cove Acquisition Partners, LLC, Attn; R. Seitz, 7556 Central Parke Blvd, Mason, OH 45040  
OMB Attn: S. Spencer  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-0649

Adopted Date May 23, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR LONG COVE ACQUISITION PARTNERS, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR LONG COVE, PHASE 2D SITUATED IN DEERFIELD TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances (including sidewalks) performance bond reduction and the two-year maintenance period:

## BOND REDUCTION

Bond Number	: 17-009 (P/S-M)
Development	: Long Cove, Phase 2D
Developer	: Long Cove Acquisition Partners, LLC
Township	: Deerfield
Reduction Amount	: \$5,132.66
Surety Company	: Huntington Nat'l Bank Cashier Check #2011004352

BE IT FURTHER RESOLVED: the original amount of bond was \$23,584.73 and after the above reduction, the maintenance bond amount is \$18,452.07.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Long Cove Acquisition Partners, LLC, Attn; R. Seitz, 7556 Central Parke Blvd, Mason, OH 45040  
OMB Attn: S. Spencer  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-0650

Adopted Date May 23, 2023

## APPROVE VARIOUS RECORD PLATS

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

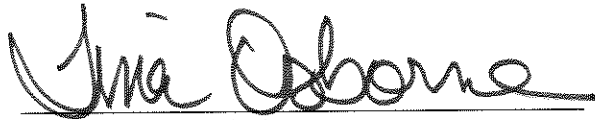
- Country Brook, Section One-A Replat – Clearcreek Township

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 23-0651

Adopted Date May 23, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COURT BUILDING  
CONSTRUCTION FUND #4494

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4494 as follows:

\$25,000.00 into 44943732-5320 (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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor ✓  
Supplemental App. file  
Facilities Management (file)



# Resolution

Number 23-0652

Adopted Date May 23, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO GASOLINE ROTARY FUND #6650

BE IT RESOLVED, to approve the following supplemental appropriation for the Facilities Department:

\$25,000.00 into #66501600-5210 (Materials & Supplies)

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 – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Engineer (file)

# Resolution

Number 23-0653

Adopted Date May 23, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #11011223 in order to process a sick and vacation leave payout for Jim Watson former employee of the Common Pleas Court:

\$11,694.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)  
into #11011223-5882 (Common Pleas Court - Vacation Leave Payout)

\$2,801.00 from #11011110-5881 (Commissioners - Vacation Leave Payout)  
into #11011223-5881 (Common Pleas Court - Sick Leave Payout)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas Court (file)  
OMB

# Resolution

Number 23-0654

Adopted Date May 23, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO INFORMATION TECHNOLOGY FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Information Technology Fund #11011400 in order to process a vacation leave payout for Alex Beltran former employee of the Information Technology:

\$6,522.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011400-5882	(Information Technology - Vacation Leave Payout)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Information Technology (file)  
OMB

# Resolution

Number 23-0655

Adopted Date May 23, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE – CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into WCSO Corrections Fund #11012210 in order to process a vacation leave payout for Keenan Wright former employee of the WCSO – Corrections:

\$2,753.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(WCSO - Corrections - Vacation Leave Payout)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)  
OMB

# Resolution

Number 23-0656

Adopted Date May 23, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00	from	#22735100-5400	(Purchase Services)
	into	#22735100-5855	(Clothing-Personal Equip)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor              
Appropriation Adj. file  
Children Services (file)

# Resolution

Number 23-0657

Adopted Date May 23, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS GENERAL  
FUND #11011110 AND OMB FUND #11011115

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,000.00 from #11011115-5317 (Genl OMB - Non-Capital Purchase)  
into #11011115-5370 (Software)

\$ 1,500.00 from #11011110-5317 (Genl BOCC - Non-Capital Purchase)  
into #11011110-5370 (Software)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor ✓  
Appropriation Adj. file  
OMB (file)

# Resolution

Number 23-0658

Adopted Date May 23, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND  
#11011250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court  
fund #11011250:

\$7,000.00	from	11011250-5415	(Attorneys - Indigent)
	into	11011250-5370	(Software Non-Data Board)

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile/Probate (file)

# Resolution

Number 23-0659

Adopted Date May 23, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, 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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file



**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
ENG	REQ BLANKET VENDOR	ENG. TEMPORARY ENTRANCE AND WO	\$ 1.00
JUV	FOCUS ON YOUTH INC	JUV RECLAIM EMERGENCY FOSTER C	\$ 3,858.75
GRA	RECREATIONS OUTLET INC	GRA - FY21 PLEASANT PLAIN PLAY	\$ 48,423.50
TEL	CBTS HOLDCO LLC	TEL- ENTERPRISE BACKUP SYSTEM RFP	\$ 256,606.27

**PO CHANGE ORDERS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
WAT	RFQ BLANKET VENDOR	WAT CAPITAL PURCHASES	\$ 5,000.00 INCREASE

5/23/2023 APPROVED:



Tiffany Zindel, County Administrator

# Resolution

Number 23-0660

Adopted Date May 23, 2023

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN APPLICATION WITH CRUM & FORSTER FOR THE PROVISION OF EXCESS CYBER INSURANCE

WHEREAS, this Board wishes to procure additional cyber liability coverage beyond the scheduled coverage provided through CORSA for policy period commencing May 1, 2023; and

WHEREAS, such coverage would be provided by Crum & Forster, an excess carrier, and requires an application in order to bind such coverage; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the C & F Cyber Excess Cyber Insurance CORSA Application; application attached hereto.

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

Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Crum & Forster  
Adam Balls, World Risk Management  
CORSA  
Tammy Whitaker, OMB  
Property & Casualty File



**CRUM & FORSTER®**

A FAIRFAX COMPANY

305 MADISON AVENUE, MORRISTOWN, NJ 07962

## C&F Cyber EXCESS CYBER INSURANCE CORSA APPLICATION

NOTICE: THE CYBER LIABILITY COVERAGES UNDER THE POLICY FOR WHICH THIS APPLICATION IS MADE ARE WRITTEN ON A CLAIMS MADE AND REPORTED BASIS, MEANING COVERAGE APPLIES ONLY TO **CLAIMS** FIRST MADE AGAINST THE **INSURED** AND REPORTED TO THE **INSURER** DURING THE **POLICY PERIOD**, OR DURING ANY APPLICABLE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS **CLAIMS EXPENSES** SHALL REDUCE AND MAY EXHAUST THE AGGREGATE LIMIT OF LIABILITY AND SHALL ALSO BE APPLIED AGAINST THE **RETENTION**. CAREFULLY READ THE ENTIRE POLICY FOR WHICH THIS APPLICATION IS MADE. WORDS AND PHRASES WHICH ARE PRINTED IN **BOLD TYPEFACE** HAVE SPECIFIC MEANING AND ARE DEFINED IN SECTION III. OF THE POLICY.

THE APPLICATION, ITS ATTACHMENTS AND ALL PREVIOUS APPLICATIONS AND THEIR ATTACHMENTS SHALL SERVE AS THE BASIS OF THE POLICY, AND SHALL BECOME PART OF SUCH POLICY SHOULD A POLICY BE ISSUED, AS IF PHYSICALLY ATTACHED. THE **INSURER** RELIES UPON THE APPLICATION IN ISSUING THE POLICY. COMPLETION OF THIS APPLICATION DOES NOT IN ANY WAY IMPLY SUCH COVERAGE UNDER THE POLICY. COVERAGE IS AFFORDED ONLY IF AND TO THE EXTENT INDICATED BY THE TERMS AND CONDITIONS OF THE POLICY IF ISSUED.

Please note descriptions for the technical terms marked with an asterisk (\*) on page 4 of the Application.

If you need assistance or have questions, please contact the Crum & Forster Cyber Solutions Team at: [cybersolutions@cfins.com](mailto:cybersolutions@cfins.com) Applicants are encouraged to provide supplementary information to clarify responses at the end of the document or by attaching a separate sheet.

Wherever the word "Applicant" is used, it will be deemed to include all insureds.

### Section I: Applicant

Applicant Name: \_\_\_\_\_  
*Legal name of the Applicant to be insured*

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_ Suite: \_\_\_\_\_

City: \_\_\_\_\_ State & Zip: \_\_\_\_\_

**Section II: Underwriting Information**

- 1. **E-Mail:** The Applicant's e-mail system is: Choose an item.  
Are both Administrative Audit Logging\* and Mailbox Audit Logging\* (or equivalent logging) enabled on all e-mail servers? Yes  No
  
- 2. **System Access Controls**  
Does the Applicant use Multi-Factor Authentication\* (MFA) for the following?:  
All remote access to e-mail? Yes  No   
Not applicable – no remote access   
All remote access to the Applicant's computer systems/networks? Yes  No   
Not applicable – no remote access
  
- 3. **Malware Controls**  
The Applicant uses the following tool to protect network Endpoints\* from malware: Choose an item.  
Percent of Endpoints\* covered: Choose an item.
  
- 4. **Data Back Up Procedures**  
Does the Applicant routinely backup all sensitive and business critical data? Yes  No   
If Yes:  
Are such backups stored in a manner that is disconnected from and inaccessible through the organization's network (which may include, but is not limited to, being stored on a separate network or with a third party cloud service provider)? Yes  No   
The Applicant routinely backups sensitive and critical data at least (pick one):  
Choose an item.

**Section III: Prior Claims, Incidents and Circumstances**

- Is the Applicant or other members of the staff aware of any fact, circumstance, situation, event or transaction which may give rise to a claim or loss under the proposed insurance or to any obligation to provide breach notification to any third party? Yes  No
  
- In the last three (3) years, has the Applicant reported a claim or loss to a prior cyber carrier? Yes  No
  
- In the last three (3) years, has the Applicant otherwise experienced in excess of \$10,000 any cyber event, loss, or been the subject of any claim made for a wrongful act that would fall within the scope of the Policy for which the Applicant is applying? Yes  No

If Yes to any of the above, please describe: \_\_\_\_\_  
*Please use a separate sheet, if necessary.*

This form was completed with the assistance of a member of the organization's technology staff? Yes  No   
If Yes: Name: \_\_\_\_\_ Title: \_\_\_\_\_

**IMPORTANT - FRAUD NOTICE**

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

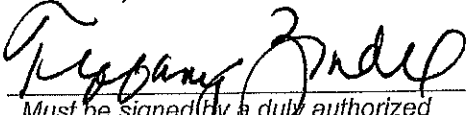
Completion and/or signing of this application does not bind the Applicant to purchase, nor the **Insurer** to provide, any insurance policy; however, no policy can be issued unless the application is properly completed, signed and dated.

**ATTESTATION:**

The signatory declares that (s)he is authorized by the Applicant to sign this application on behalf of all prospective **Insureds** and that to the best of his/her knowledge the statements herein are true. The signatory agrees that if the information supplied in this application and the materials submitted therewith should change between the date this application is signed and the effective date of the proposed insurance, the signatory shall immediately notify the **Insurer** of such and shall provide the **Insurer** with information that would complete, update or correct the application or materials submitted therewith. The **Insurer** may withdraw or modify any of the terms or conditions of coverage accordingly.

**ALL WRITTEN STATEMENTS, SUPPLEMENTAL APPLICATION AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF, AND DEEMED ATTACHED HERETO.**

Signature: \_\_\_\_\_

  
\_\_\_\_\_  
*Must be signed by a duly authorized officer on behalf of all Insureds.*

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TECHNICAL TERMS:

- **Administrative Audit Logging** is a tool in most e-mail applications that maintains a record of when a systems administrator makes a change in your organization.
- **Endpoint(s)** are physical devices that connect to and exchange information with a computer network. Some examples of endpoints are mobile devices, desktop computers, virtual machines, embedded devices, and servers.
- **Endpoint Protection Platform (EPP)** is an Anti-Virus program that combines a signature based virus detection (that is: software examines computer transmissions for known malicious code) with a heuristic scan that seeks to identify unusual or malicious software behavior. The heuristic scan seeks to identify new viruses not yet having a known "signature" and registered in the databases of Anti-Virus software providers.
- **Endpoint Detection & Response (EDR)** is an EDR system that adds behavioral analysis and artificial intelligence to an Endpoint Protection Platform\* (EPP) to identify potential security threats on endpoints (i.e. machines operating inside a network), alert computer administrators and immediately disable potentially malicious activity.
- **eXtended Detection and Response (XDR)** is similar to an Endpoint Detection & Response\* (EDR) system, an XDR system extends protection beyond individual Endpoints\* to protect and detect various attack techniques by analyzing data across Endpoints\*, networks and cloud environments.
- **Immutable backups** are copies of files and data that cannot be altered or tampered with for a preset period of time.
- **Mailbox Audit Logging** is a tool in most e-mail applications that maintains a record of when a user logs on s to a mailbox as well as what actions are taken while the user is logged on.
- **Managed Detection & Response Service (MDR)** is an Endpoint Detection & Response\* (EDR) system that is administered, monitored and managed by a third party service provider.
- **Multi-Factor Authentication (MFA)** is a security technology that requires multiple methods of authentication from independent categories of credentials to verify a user's identity for a login or other transaction. Multifactor authentication combines two or more independent credentials; (i) what the user knows (such as a User ID/password); (ii) what the user has (such as a security token); and (iii) what the user is (by using biometric verification methods). MFA is a best practice to prevent unauthorized access to a computer network or e-mail account using stolen account credentials, such as a User ID/password.
- **NextGen Anti-Virus (NGAV)** like Endpoint Protection Platform\* (EPP), is an Anti-Virus program that combines a signature based virus detection (that is: software examines computer transmissions for known malicious code) with a heuristic scan that seeks to identify unusual or malicious software behavior. The heuristic scan seeks to identify new viruses not yet having a known "signature" and registered in the databases of Anti-Virus software providers.

# Resolution

Number 23-0661

Adopted Date May 23, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
MAY 25, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 25, 2023.

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 – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 23<sup>rd</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners' file  
Press