Number <u>22-0156</u>

Adopted Date February 01, 2022

ACCEPT RESIGNATION OF EMILY REYNOLDS, EMA EMERGENCY PLANNING ASSISTANT, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE FEBRUARY 7, 2022

BE IT RESOLVED, to accept the resignation, of Emily Reynolds, EMA Emergency Planning Assistant, within the Warren County Emergency Services Department, effective February 7, 2022.

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

OMB – Sue Spenc Tammy Whitaker

_{Number} 22-0157

Adopted Date February 01, 2022

ACCEPT RESIGNATION OF CIERRA DUFFY, WATER AND SEWER UTILITY CLERK I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE FEBRUARY 4, 2022

BE IT RESOLVED, to accept the resignation, of Cierra Duffy, Water and Sewer Utility Clerk I, within the Warren County Water and Sewer Department, effective February 4, 2022.

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc;

Water and Sewer (file) C. Duffy's Personnel File OMB – Sue Spencer Tammy Whitaker

Number 22-0158

Adopted Date February 01, 2022

AUTHORIZE THE POSTING OF THE "WATER AND SEWER UTILITY CLERK I" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Water and Sewer Utility Clerk I" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water and Sewer Utility Clerk I" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 27, 2022.

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Water/Sewer (file)

OMB – S. Spencer

Number 22-0159

Adopted Date February 01, 2022

RECOGNIZE THE OF HIRING OF ORVETTA BRANTLEY OPERATIONS ASSISTANT WITHIN THE WORKFORCE INVESTMENT BOARD BUTLER, CLERMONT, WARREN COUNTIES

WHEREAS, effective July 1, 2015, Warren County became the Fiscal Agent/Administrator and appointing authority for the Workforce Investment Board Butler, Clermont, Warren Counties; and

WHEREAS, the Interim Executive Director, Rebecca Ehling has hired Orvetta Brantley as Operations Assistant with the approval of the Workforce Investment Board Butler, Clermont. and Warren Counties; and

NOW THEREFORE BE IT RESOLVED, to recognize the hiring of Orvetta Brantley as Operations Assistant, within the Workforce Investment Board Butler, Clermont, Warren Counties, unclassified, full-time, permanent, non-exempt status, at a rate of \$27.00 an hour, effective February 14, 2022, subject to a negative drug screen and background check (BCI).

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Workforce Investment Board (file)
O. Brantley's Personnel file
OMB – S. Spencer

_{Number} 22-0160

Adopted Date February 01, 2022

HIRE MARK LASHLEY AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Mark Lashley, as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), non-standard work week, Pay Range #13, \$16.56 per hour, effective February 7, 2022, subject to a negative drug screen, back ground check and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Lashley is required to obtain a Class I Water Supply Works Operator's License within twelve (12) months of his start date to maintain employment.

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

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

Jodie Davis

Number <u>22-0161</u>

Adopted Date February 01, 2022

ACCEPT RESIGNATION OF ASHLEY RECTOR, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE FEBRUARY 6, 2022

BE IT RESOLVED, to accept the resignation, of Ashley Rector, Emergency Communications Operator, within the Warren County Emergency Services Department, effective February 6, 2022.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

lina Osborne, Clerk

cc:

Emergency Services (file)
A. Rector's Personnel File
OMB – Sue Spencer
Tammy Whitaker

_{Number} 22-0162

Adopted Date February 01, 2022

APPROVE LATERAL TRANSFER OF JARED PERKINS FROM THE POSITION OF SEWER COLLECTIONS WORKER I TO DISTRIBUTION WORKER I, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Perkins was hired June 1, 2021 as a Sewer Collections Worker I and interviewed for an open Distribution Worker I position; and

WHEREAS, the Sanitary Engineer has requested to transfer Mr. Perkins to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Jared Perkins from the position of Serwer Collections Worker I to Distribution Worker I within the Water and Sewer Department effective pay period beginning February 14, 2022, with a probation period ending May 31, 2022.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Water and Sewer (file) J. Perkin's Personnel file OMB – Sue Spencer

_{Number} 22-0163

Adopted Date February 01, 2022

APPOINT PAUL KINDELL TO REPLACE DON SEBASTIANELLI AS THE WARREN COUNTY 911 COORDINATOR DUE TO THE RETIREMENT OF DON SEBASTIANELLI ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Don Sebastianelli has retired effective January 30, 2022 from the Telecommunications Department and Paul Kindell will replace Don Sebastianelli as the Warren County 911 Coordinator; and

NOW THEREFORE BE IT RESOLVED, to approve the replacement of Don Sebastianelli as the Warren County 911 Coordinator due to retirement and approve the new Warren County 911 Coordinator as Paul Kindell.

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

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

Resolution adopted this 1^{st} day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Telecom (file)

Number 22-0164

Adopted Date February 01, 2022

SET FINAL HEARING CONCERNING THE VACATION OF A PORTION OF BONE ROAD IN UNION TOWNSHIP

WHEREAS, pursuant to R.C. §5553.045(B) A board of township trustees may petition the board of county commissioners to vacate a township road or a portion of a township road by passing a resolution that requests the vacation of the road or portion and includes a description of the general route and termini of the road or portion; and

WHEREAS, a copy of a resolution adopted by the Union Township Trustees requesting the vacation of a portion of Bone Road in Union Township has been filed with this Board and it is necessary to schedule a public hearing to consider said request; and

NOW THEREFORE BE IT RESOLVED, that this Board does hereby fix the 1st day of March 2022, at 9:15 a.m. as the date and time for the final hearing for determining whether to approve or disapprove the vacation of the right-of-way of a part of Bone Road in Union Township, Warren County, to be held at the Meeting Room of the Board of County Commissioners in the Warren County Administration Building, 406 Justice Drive, Lebanon, Ohio.

BE IT FURTHER RESOLVED that the Clerk of this Board immediately notify the abutting property owners of the time and place of said final hearing; and, that notice be published in the Today's Pulse Warren County newspaper giving notice to the general public of the purpose, date and time of the final hearing.

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

 $Mr.\ Grossmann-yea$

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

to

cc: Union Township

Neil Tunison, Engineer

Kurt Weber

Bob Fox

Bruce McGary

Vacation file

Number_22-0165

Adopted Date February 01, 2022

AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE CHANGE ORDER NO 27 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price under \$50,000; and

WHEREAS, Granger has a presented Change Order Number 27, which is in excess of the \$50,000 County Administrators authorization; and

WHEREAS, said change order are final items realized upon occupancy of the building that are associated with how the building operates (i.e., call buttons; fire alarm dialer, medical isolation wall modifications, etc.); and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute Change Order No 27, for an increase of \$87,249.30 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,818,614.30; said change order with supporting/open book pricing are attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Oshorne Clerk

Tz/

cc: C/A—Granger Construction Co., Inc

Project file

Granger Construction Co. J. Woehrle

Sheriff (file)

Martin Russell/Tiffany Zindel Facilities Management (file)

OWNER CHANGE ORDER



Granger Construction Company 1822- 00 Warren County Jail CHANGE ORDER DATE: 11/08/2021 CHANGE ORDER #: 27

ADVANGE TI	HE ART	OF BUILDING	1822- UU Warr	en County Jail		CHANGE ORDER #: 27
TO (CONTRACTOR):	6267	nger Construction Compan Aurelius Road ng, MI 48911	, 1	DISTRIBUTION:		struction Company cAnally Architects/Planners, Inc
CHANGE ORDER	RINFO	RMATION				,
You are directed	to mak	e the following changes to	his Contract:			
PROJECT	ACO	DESCRIPTIO	N	PCO TYPE	PCO	CONTRACT CHANGI
1822- 00	293	LEE Change DW Breaker, Rele Intercom, Add Outle	ocate Exterior	PCO	293	\$2,009.22
1822- 00	298	Geiger Add Holding Cell Windo	w Graphic Film	PCO	298	\$4,176.39
1822-00	299	Modify Medical Isolation Cell W		PCO	299	\$18,457.57
1822-00	306	LEE Added FA Lockable Cover Changes		PCO	306	\$7,917.56
1822-00	307	Add Call Button to Non Contac Rooms	Visitation	PCO	307	\$4,611.46
1822-00	308	LEE Add Fire Alarm Dialer	ng pina di mga mangangang di mbanan an d	PCO	308	\$3,180.45
1822- 00	323	Added Heat Trace in Laundry	e a la grande de la companya de la c	PCO	323	\$4,646.69
1822- 00	324	Interview/Polygraph Room Cha	nges	PCO	324	\$14,746.33
1822- 00	325	E9-15 Balance Changes & D2- Transfer Grille Adds	02/D2-03	PCO	326	\$8,061,28
1822- 00	332	Added Mechanical Room Hose	Rihe	PCO	332	\$6,184.82
1822- 00	335	Added Card Readers at Bookir Doors		PCO	335	\$13,267.53
Not valid until signed by b	oth the O	wner and Architect. Signature of the	Contractor indicate		OTAL:	\$ 87,249.30
		in the Contract Sum or Contract Tim				
The net change by previ The Contract Sum prior The Contract Sum will b	ously au to this Ci e increas vill be	thorized Change Orders was hange Order wased by this Change Ordersad by 0 days		.,,,,,,,,,,,		\$ 49,341,225.00 \$ 390,140.00 \$ 49,731,365.00 \$ 87,249.30 \$ 49,818,614.30
AUTHORIZED BY OW	NER:		BY CONTRACTO		ARCHITECT/ENGI	
Warren County		•	truction Compan	y		Architects/Planners, Inc
406 Justice Prive	•	6267 Aurelius	Road		35 South Park Place	
Lebaron OH 45036	n 1	Lansing Mt	18911-77		Newark, OH 43055	0_L.
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Date: 2-1	<u>-23</u>	Date: 01/1	4/2022		Date: /-/7-2	2_



CHANGE ORDER REQUEST

Page 1

DATE: 01/05/2022

PCO#: 293

Granger Construction Company 1822- 00 - Warren County Jail

To: Tiffany Zindel

Warren County 406 Justice Drive

Lebanon, OH 45036

Phone: 513-695-1241

Fax:

Email: Tiffany.Zindel@co.warren.oh.us

CC:

From: Jason Woehrle

Granger Construction Company

6267 Aurelius Road Lansing, MI 48911

Phone: Fax:

Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: LEE Change DW Breaker, Relocate Exterior Intercom, Add Outle Proposed Scope of Work: LEE Change DW Breaker, Relocate Exterior Intercom,

The prices below are valid until 11/08/2021

PCO/Item	Status:	16至40×66至16至16年,1960年16日,1960	Notes	Commence of the Commence of th
	TE A DESCRIPTION OF THE PARTY O	((in Days)		
1 : Change DW Breaker, Relocate	Closed	0000610-00	Bonds	\$11.55
Exterior Intercom, Add Outlet Bo		,		A10.00
2 : Change DW Breaker, Relocate	Closed	0000620-00	Sub Bond Risk	\$19,25
Exterior Intercom, Add Outlet Su				
3 : Change DW Breaker, Relocate	Closed	0000092-00	CM Fees	\$48.11
Exterior Intercom, Add Outlet CM			ļ.,	
4 : Change DW Breaker, Relocate	Closed	0000620-02	Insurances	\$5.77
Exterior Intercom, Add Outlet In				
5 : Change DW Breaker, Relocate	Closed	0016000-00	Lake Erle Electric	\$1,924.54
Exterior Intercom, Add Outlet LE	<u> </u>			

		Total:	\$2,009.22
Submitted By:		Approved By:	
Jan-	01/05/2022		
Jason Woehrle	Date	Tiffany Zindel Warren County	Date



Lake Erie Electric, Inc.

360 Industrial Drive, Franklin, Ohio 45005

Contractors and Engineers • Dayton Office

OH Lic. # 26769

Fax: 937-743-1227

Phone: 937-743-1220

Established 1952

Warren County Jail

10/14/21

LEE Job Number: 1019-1016

PO Number: 10658 Warren County Justice Dr. Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re: Misc. Work - See Extra Work Reports

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost:

\$1,924.54

Bond

CO Net:

\$1,924.54

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

In M. Much

Sean M. Mondello

Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren Co	ounty Jail		Contrac	tor's			
Name Lebanon,	OH		Contrac	t No182	2-000121		
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County Montgome	ory		Change	Order No.	TBD	for	Changes
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FRANKLIN	N, OH 45005						
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PM	hours x 80.00 /hour	/hou	<u>r</u> =		Total (B)	\$	524.80
B. Fringes - GC 7.	7.2.3		_				
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Foreman	4.00 hours x 21.30 /hour	/hou	r =	85.20			•
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PM	hours x // /hour	r /hou	디 =		Total (C)	\$	338.88
C. Allowable Payr	roll Expenses - GC 7.7.2.4		╛				
Journeyman	12.00 hours x 7.23 /hour	r /hou	r] =	86.76			
Foreman	4.00 hours x 7.96 /hou	r/hou	r =	31.84			
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Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

Established 1952

360 Industrial Drive, Franklin, Ohio 45005

Phone: 937-743-1220

Fax: 937-743-1

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

Kendall

\$ 691.23



Branger





131154

LAKE ERIE ELECTRIC

"Leading Electrical Excellence".

EXTRA WORK REPORT

OFFIC	E	
CLEVELAND		LÓRAIN
DAYTON	777	TOLEDO
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LAKE ERIE ELECTRIC

"Leading Electrical Excellence" EXTRA WORK REPORT

	· OFFIC	E	
	CLEVELAND DAYTON MANSFIELD AKRON		LORAIN TOLEDO MICHIGAN
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OFFICE.

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WORK AUTHOR

Subtotal

This quotation is an offer to sell you the goods described horein on the terms set forth above and, unless otherwise agreed in a signed writing, on our Terms and Conditions of Sale, available at www.kendallgroup.com/tegal-Notices or by calling 800-632-5422. An order of any goods listed in this quotation constitutes your acceptance of our Terms and Conditions of Sale. We object to any different or additional terms and roject any prior quotation constitutes your acceptance of our Terms and Conditions of Sale. We object to any different or additional terms and roject any prior offers from you. Prices expire on, and are subject to change after, 10/02/2021. Wire, conduit a pipe pricing valid for 09/02/2021 only. Opened, special order or non-stock items may not be returnable.

Amount Due 691.23 Printed: 08:48:14 02 SEP 2021

S&H CHGS

Sales Tax

691.23

TBD

TED

Thank You - We Appreciate Your Business







131154

LAKE ERIE ELECTRIC

"Leading Electrical Excellence".

EXTRA WORK REPORT

	OFFIC	旦	
	CLEVELAND		LORAIN
П	DAYTON		TOLEDO
	MANSFIELD		MICHIGA
П	AKHON	П	

CUSTOMER.	6 ranger		· .		DATE			·		
BILLING ADE	DRESS		•	 ,	CUSTOMER ORDER NO.					
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131155

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFIC	E	
CLEVELAND		LOPAIN
DAYTON		TOLEDO
MANSFIELD		MICHIGAN
AKRON		

CÚSTÓMER.	Granger		.,			DATE	10-1	0-21		***************************************
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131302

"Leading Electrical Excellence"

EXTRA WORK REPORT

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	CLEVELAND		LORAIN
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	MANSFIELD		MICHIGA
	AKRON		

CUSTOMER.	Granger				,	<u> </u>	DATE .	10-	8-21		
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LEIM2											



A MEMBER OF THE KENDALL GROLLS

KENDALL ELECTRIC INC 1341 E 4TH ST DAYTON OH 45402-2235 937-226-1341 Fax 937-226-1790

> Sold To: 156968 LAKE ERIE ELECTRIC INC 360 INDUSTRIAL DR FRANKLIN, OH 45005-4432

Quotation S110707743

Order Date: (09/02/21
Terms: NET 30	0th
Customer PO	# Release #
Ordered By: S	sean mondello
Phone: 937-74	43-1220

Ship To: 162536 LAKE ERIE ELECTRIC INC 360 INDUSTRIAL DR FRANKLIN, OH 45005-4432

Warehouse	Ship Via	F	reight Allowed	Account Manag	jer	Inside S	alesperson
EDAY	DAILY ROUTE	Out:	No In: No	SCOTT CARPER, 415	3-ECIN	JEREMY SMITH,	PAGE-ECIN
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	1ea	4004444	EDB34100 SQD M	INIATURE CIRCUIT	09/03/	691.225/e	691.23
Terms and Condition tation constitutes	offer to sell you the goods ions of Sale, evailable at w by your acceptance of our Ten- ces expire on, and are subje- stock items may not be retu-	www.kendallgroup.com ms and Conditions o ct to change after,	n the terms set forth abo /Legal-Notices or by call f Sale. We object to any 10/02/2021. Wire, condui	we and, unless otherwise agreed in ing 805-532-5422. An order of and different or additional terms and a t a pipe pricing valid for 09/02/20	a signed writing, on roods listed in this eject any prior 21 only. Opened,	Subtotal S&H CHGS Sales Tax	691.2 TI
					i i		691.2

Page 1 of 1

Page 1

\$4 176 39



CHANGE ORDER REQUEST

DATE: 01/05/2022 PCO#: 298

Granger Construction Company 1822- 00 - Warren County Jail

To: Tiffany Zindel

Warren County 406 Justice Drive Lebanon, OH 45036

513-695-1241

Phone:

Email: CC:

Fax:

Tiffany,Zindel@co.warren.oh.us

From: Jason Woehrle

Granger Construction Company

6267 Aurelius Road Lansing, MI 48911

Phone:

Fax:

Email: jwoehrle@grangerconstruction.com

Total

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Geiger Add Holding Cell Window Graphic Film

Proposed Scope of Work: Geiger Add Holding Cell Window Graphic Film

The prices below are valid until 11/12/2021

PGO Item		<u>Çhange</u>	学生 多种学生 医二种 医二种 医二种	Notes - "	
1 : Add Holding Cell Window Graphic	Closed	* (in Days)	Line = 0000610-00	Bonds	\$23,9 9
Film Bonds					
2 : Add Holding Cell Window Graphic	Closed	! 	0000620-00	Sub Bond Risk	\$39,99
Film Sub Bond Risk 3 : Add Holding Cell Window Graphic	Closed		0000092-00	CM Fee	\$101.86
Film CM Fees	Closed		0000002 00	0,111,00	
4 : Add Holding Cell Window Graphic	Closed		0000620-02	Insurances	\$12.00
Film Insurances			0000400 00	Geiger Construction	\$3,998,55
5 : Add Holding Cell Window Graphic	Closed		0008100-00	Geiger Construction	φυ,υσυ,υυ
Film Geiger		L		L	,

		r Oscar,	ψ1) (1 5,00
Submitted By:		Approved By:	
Jasøn Wóehrle	01/05/2022 Date	Tiffany Zindel Warren County	Date



869 North Bend Road Cincinnati, OH 45224 geigerconstructionproducts.com P 513.242.5106 F 513.242.7933

Change Order Request

1 of 1

To: Granger Construction

Date: 10/19/21

Attn: Jason Kaminski

Re: Film at Holding Cells

Job# 194-6712

RE: Film at Holding Cells

Supply horizontal and vertical line film at holding cells.

Film: \$3,477.00 Subtotal = \$3,477.00 Mark up @15% - \$521.55 Total - \$3,998.55

Sincerely,

GEIGER CONSTRUCTION PRODUCTS, INC.

Nick Mathews Project Manager





PROPOSAL

Mon 10/18/2021 6:00AM

Job ID 14614 Cust # 12386

W Window Films

austercompany to Solar Ting

NERGY · FADE · GLARE · SECURITY · DECORATIVE · GRAPHICS · SIGNS

50 Montgomery Road ncinnati, OH 45212 tone 513-829-8818 ww.solartint.com ww.st.graphics

ONTRACT FOR SERVICES londay - Friday 8:00am - 5:00pm







Pay Online

ustomer

EIGER CONSTRUCTION PRODUCTS, INC ick Mathews 19 NORTH BEND RD INCINNATI, OH 45224

'ork: 513-242-5106 eII: 513-609-1444

nail: nick@geigercpi.com

Proposal Tol

\$3,477.00

Site Warren County Jail & Sheriff's Administration 822 Memorial Drive, Lebanon, OH 45036

FC		AREA	PANES	PRODUCT DESCRIPTION PRICE
		Horizontal Lines D3-03 & 09	2	MISC SPECIAL ORDER FILM
1	1	Horizontal Lines D3-07 & 08	2	MISC SPECIAL ORDER FILM
1		Horizontal Lines D3-10	1	MISC SPECIAL ORDER FILM
1	3	Horizontal Lines D3-03,07,08,09 & 10	5	MISC SPECIAL ORDER FILM
	-4	Vertical Lines D3-20 & 21	2	MISC SPECIAL ORDER FILM
1	3	Vertical Lines D3-19	1	MISC SPECIAL ORDER FILM
1	<u> </u>	Vertical Lines D3-19	3	MISC SPECIAL ORDER FILM
		Section Total	16	\$3,477.00

Panes Total

16

Subtotal **Order Total** \$3,477.00 \$3,477.00

Salesperson: Quote good until: Jason Young - 859-743-0160

ayment Terms:

11/18/2021 Net 30 Days



CHANGE ORDER REQUEST

From: Jason Woehrle

Page 1

DATE: 01/05/2022

PCO#: 299

Granger Construction Company 1822-00 - Warren County Jail

To: Tiffany Zindel

Warren County 406 Justice Drive

Lebanon, OH 45036

513-695-1241 Phone:

Fax:

CC:

Tiffany.Zindel@co.warren.oh.us Email:

Phone:

Fax:

Email: jwoehrle@grangerconstruction.com

6267 Aurelius Road

Lansing, MI 48911

Granger Construction Company

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Modify Medical Isolation Cell Walls

Proposed Scope of Work: Modify Medical Isolation Cell Walls

The prices below are valid until 11/12/2021

PGOIItem	Status	Change	- Contract	Notes	Amount
		(in Days)	Line .		\$106.03
1 : Modify Medical Isolation Cell Walls	Closed		0000610-00	Bonds	\$ 100,03
Bonds		<u> </u>	0000620-00	Sub Bond Risk	\$176.72
2 : Modify Medical Isolation Cell Walls	Closed		0000020-00	Sub bolla Way	ΨιισιιΣ
Sub Bond Risk			0000092-00	CM Fee	\$450.18
3 : Modify Medical Isolation Cell Walls	Closed		0000092-00	OM Lea	φισσιισ
CM Fee		<u> </u>	0000620-02	Insurances	\$53.01
4 : Modify Medical Isolation Cell Walls	Closed		1 0000020-02	liigniquicea	Ψοσιοτ
Insurances	Oleman	L	0003310-05	Metcon Concrete	\$3,300.74
5 : Modify Medical Isolation Cell Walls	Closed		0000010-00	Mercon condicio	40,000
Metcon	011		0004000-00	Combs & Weisbrod	\$11,148.35
6 : Modify Medical Isolation Cell Walls C&W	Closed		0004000-00	Masonry	4111.10.00
7 : Modify Medical Isolation Cell Walls	Closed		0009900-00	WF Bolin Painting	\$1,142.54
Bolin					
8 : Modify Medical Isolation Cell Walls	Closed	1	0001310-15	Project Engineer	\$400.00
O THIOGHY HIOGICAL COLLEGE COM FYCHO				Staffing	
9 : Modify Medical Isolation Cell Walls	Closed		0001310-13	Superintendent Staffing	\$1,680.00

		Total:	\$18,457.57
Submitted By:		Approved By:	
Jan-	01/05/2022		Dela
Jason Woehrle	Date	Tiffany Zindel Warren County	Date



INDUSTRIAL & COMMERCIAL PAINTING CONTRACTORS

4100 Fisher Road Columbus, Ohio 43228 Phone: 614-276-6397 Fax: 276-2490 wfbolinpainting@yahoo.com

Proposal Submitted To:	Phone: Fax:	Date: 10/26/2021		
Name: Granger	Job Name: Warren County Jail			
Attn: Jason Kaminski	Street:			
Street:	City & State: Lebanon, Ohio			
City & State:	Bid Date:			

We hereby submit specifications and estimates for painting:

Medical cell modifications

Labor and material to provide touch-up painting as required in three medical isolation rooms. The price also includes down time due to being escorted to and from these cells as well as painting lintels if necessary.

Labor - 16 Hours @ 68.83/hour = \$1,927.24 \$1,101.28

Material:

2 Gallons of PPG Speedhide

@ \$20.63/gallon = \$41.26

Total: \$1,142.54

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers'

Compensation Insurance.

Authorized Signature

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Date



Change Order Request Form

Date:	10/29/2021	Contractor: Granger Construction
Project: Wa	rren Co Jail	Description: Install new concrete caps
Location Leb		at 3- Medical isolation rooms
,		••••••••••••••••••••••••••••••••••••••

Labor -cost only includes all allowable payroll expenses and fringes

Sanabon Glassifications 22.1	Hours -	Rate	Sal Suf	allotal sees
Eoreman	12	\$ 43.92	\$	527.04
Cement Mason/Carpenter	36	\$ 42.92	\$	1,545.12
Laborer	12	\$ 42.92	\$	515.04
Operator	0	\$ 51.04	\$	_
Rodbuster	30.000	\$ 50.40	\$	
		Total	\$	2,587.21

Equipment Rental and Covied equipment Total	\$	jan
HML SAZE CONCEPTION OF THE PROPERTY OF THE PRO	(see 1	next Sheet for details)
Prucking Hawing and Dump Hees . Total	\$	*
-	(see	next Sheet for details)
Materials includes all applicable cost to the Total	\$	283.00
ha naddigwyddiaeth y changer a chang	(see	next Sheet for details)
Subtotal of Labor, Equipment, Trucking and Materials	\$_	2,870.21
Overhead 10%	\$	287.02
Profit 5%	\$	143.51
Total Amount of Change Request	\$	3,300.74

Submitted by: Zachary Pridemore Cell: 937-307-6304
Email: Zachary@metconltd.com Office: 513-425-9200

Metcon[®]

Equipment

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Trucking

item te de company	Units	Amount	Rate	Stib	total
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	jasan, nimija ngangu			\$	
	Property Co.		44.50	*\$ ***********************************	
	3.35. 3			\$	
	Asset Shaw Savings	Ball Street Street	表示部分表	\$ ##324=34	所謂為情報。
			Total	\$	-

Materials Taxable: No

lien 22 The second	Units	Amounts	Rate	Su	ototal 🚚 🗽
4000 NA Slab-Peagravel	yards	1	\$ 118.00	\$	118.00
Winter Heat	yards)	\$ 4.00	\$ 262790	4.00
2% Nca Accelerator	yards	1	\$ 11.00	\$	11.00
Minimum Load Charge	ea	1	\$150.00	35	150.00
	with the same and	A - P A BENGO ME POR -	, and provide the second	\$	_
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	34,400			5	
				\$	20
			Total	\$	283.00

Winter Delivery Requirement



ERNST CONCRETE

READY MIX CONCRETE CONCRETE PRODUCTS CONCRETE PUMPING

Central Dispatch : (513) 402-5001 CINCINNATI DIVISIONS



PURCHASER:	Metcon LTD	ATTN:	Kidron Crist	
PHONE:		PROJECT:	WARREN CNTY JAIL ADDITION	
FAX:		COUNTY:	WARREN	
E-MAIL:	kidron@metconltd.com	PLANT #	31	
PRICING EXPIRES:	12/31/19			
APPROX CY		ITEM DESCRIPT	ION	 \$/CY
3000+	1500 PSI N/A	\$ 88.00		
	3500 PSI N/A	Ą		\$ 98.00
	3500 NA SLA	AB W/MR 520# CEM	ENTIOUS	\$ 102.50
	4000 NA MIE	\$ 102.50		
	4000 NA #8	\$ 112.00		
	4500 AIR WA			\$ 110.00
	4500 AE MID			\$ 110.00

CONCRETE PRICING FIRM THRU 3/31/20 --- +\$6,00/YD EFF 4/1/20

☐ No Specs Reviewed ☑ Specs Reviewed:

SECTION 03 30 00 CAST IN PLACE CONCRETE

FUEL SURCHARGE (BASED ON EIA DIESEL FUEL PRICES) *

\$3.01 TO \$3.25 = \$3.00 LOAD | \$3.26 TO \$3.50 = \$6.00 LOAD | + ADDL \$3.00 LOAD FOR EACH \$.25 ABOVE \$3.50

SALES TAX IS NOT INCLUDED - ALL TERMS ARE NET 30 DAYS

CONCRETE PUMPING SERVICES AND FULL LINE OF CONCRETE PRODUCTS AVAILABLE

NORMAL OPERATING HOURS: MONDAY - FRIDAY 7AM - 5PM AND SATURDAY 7AM - 11AM

PEA GRAVEL / LIME 8s	\$ 3,00 CU.YD.			CALCIUM CHLORIDE PER 1%	\$ 2.50 CU.YD.	
RETARDER	\$ 2.00 CU.YD.			NON-CALCIUM PER 1%	\$ 4.50 CU.YD.	
MIDRANGE	\$ 4.00 GU.YD.			WINTER HEAT (NOV 1 - MAR 31)	\$ 4.00 CU.YD.	
PLASTICIZER	\$ 5.00 CU.YD.			COOLING	P.O.R.	
FIBERMESH REINFORCE	<u>MENT</u>					ļ
1# FIBERMESH		\$	6.50	CU, YD.		
1.5# FIBERMESH	(REPLACES 21# WWF)	\$	7.50	CU. YD.		
3,0# TUFSTRAND	(REPLACES 42# WWF)	\$	17.00	CU, YD,		
SMALL LOAD CHARGE: I	LESS THAN 5 CU,YDS	\$	75,00	PER LOAD		
	-2 CUBIC YDS	\$	100.00	LOAD		
1	CUBIC YD OR LESS	\$	150.00	LOAD		
TRUCK HOLDING CHARG	SE RATE:	\$	60.00	PER HOUR		
WEEKDAY DELIVERY AF	TER 5PM				\$ 6.00 CU.YD.	
SATURDAY DELIVERY B					\$ 75.00 LOAD	
SPECIAL PLANT HOURS:	(CONTACT SALES REPRES	ENTA	(TIVE)		\$ P.O.R.	
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THIS QUOTE EXPIRES 30 DAYS FROM ISSUED DATE, UNLESS ACCEPTED BY PURCHASER AND APPROVED BY SELLER.

(SEE ATTACHED PAGE FOR GENERAL TERMS AND CONDITIONS)

ACCEPTED BY PURCHASER	BY:	Mike Pendleton Sales Representative		
BY:	TITLE:			
TITLE:	DATE:	07/23/19		
DATE:	PHONE/ FAX:	513-617-9394	513-402-5002	
•	Email:	mpendleton@ern:	stconcrete.com	

r190722

Ernst Concrete

General Terms and Conditions of Sale

TAXES: Any taxes which are now, or may be, levied during the life of this Quotation, by the United States Government, or any State or any political subdivision thereof, on the materials quoted herein, or its ingredients or on the sales or purchase thereof, or on the incidental transportation charges, when the same are required to be paid or collected by the Seller, shall be added to the prices named herein.

PRICE AND DELIVERY: Prices are not subject to contract protection and all shipments will be involced at prices in effect at time of delivery. Orders are not binding unless confirmed in writing by this company. The Purchaser agrees to give the Seller reasonable notice of the time and rate of deliveries. All deliveries will be made to the best of Seller's ability and dispatch, but no claims will be allowed because of delays in deliveries.

DELIVERY: The Seller agrees to make all deliveries using the best route available. The Seller will not however, be responsible for failure to make delivery when prevented by strikes or other labor troubles, accidents or necessary repairs to machinery, by fire, floods, or other adverse weather conditions, by inability to procure transportation, electric power, fuel, or operating materials or machinery, by Government regulations, requirements, or orders, by acts of public enemies, mobs, or rioters, by acts of God, or any other cause beyond the Seller's control. The Seller reserves the right to refuse deliveries when it believes delivery unsafe or "impracticable by reason of existing or threatened strikes, lockout, boycott, picketing, or other labor dispute". If there are repeated delays in unloading, the Seller reserves the rights to suspend deliveries without notice until conditions are corrected.

TIME OF DELIVERY: An additional charge will be made for all loading or deliveries before 7 a.m. or after 4 p.m. on weekdays, or for all loading or deliveries on Saturdays or Sundays and the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas, or when these holidays fall on Sunday and are celebrated on Monday. Special arrangements covering loading or deliveries on holidays or overtime must be made at least 48 hours previous to the date of such operations. Prices for overtime of holiday deliveries will be quoted on application.

POINT OF DELIVERY: When deliveries of materials are requested to place other than on paved streets, the Purchaser agrees to provide roadways or approaches permitting access of trucks to point of delivery under their own power. If the Purchaser orders deliveries beyond the curb line, the Purchaser assumes all liability for damages to sidewalks, driveways, or other property and agrees to indemnify the Seller against all liability, loss, and expense incurred as a result of such delivery, including damage to Seller's equipment and loss of time.

ADDED WATER: Seller is not responsible for the slump, strength or quality of any concrete to which water or any other material has been added by the Purchaser or at his request. The Seller has no control over placing or handling of concrete after unloading and will not therefore, guarantee the finished work in which it is used. If any admixtures not regularly used and recommended by the Seller are required by the Purchaser, they shall be furnished by the Purchaser unless otherwise agreed upon. The Purchaser agrees to be exclusively responsible for the effect of such admixtures on the concrete.

CLAIMS: SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. All claims must be submitted in writing within 72 hours of the incident to be accepted by the Selier. All damage claims must have been reviewed, seen, and acknowledged in writing by an authorized agent of the Selier to be accepted. No claim for concrete torn out by the Buyer will be accepted as a claim against the Seller, unless an acknowledgement in writing from the Selier has been received by the Buyer to remove the concrete placed. Under no circumstances shall Seller be responsible or liable for loss or damage in excess of the price received for concrete delivered to Purchaser or for charges or damages of any kind incurred or suffered by Purchaser or any other person or entity in testing, repairing, or replacing defective concrete or occasioned by defective concrete. In no event shall Seller be liable for special, incidental, consequential damages for any breach hereof, including but not limited to loss of goodwill, loss of profits, or loss of use.

REFUNDS: Materials ordered and delivered by mistake or in excess of requirement cannot be returned for credit.

AN EQUAL OPPORTUNITY EMPLOYER: The "equal opportunity clause" as prescribed by the Federal Executive Order and Regulation is incorporated herein by reference and is made a part of this quotation as if fully set forth herein.

FAIR LABOR STANDARDS ACT: We hereby certify that these goods are manufactured in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor Issued under Section 14m thereof.

ADDITIONAL CHARGES: Extra charges may apply to small loads, truck hold time, weekend, after-hours or holiday pours. Please refer to

TERMS: NET Due and payable thirty (30) days from the date of invoice. Service charge at the rate of 1 1/2% per month, annual percentage rate 18% on accounts not paid when due. Acceptance of this contract by Purchaser for sale upon open account constitutes a representation by Purchaser that Purchaser is solvent, and no insolvency preceding of any kind, voluntary or involuntary has been instituted by or against Purchaser. Seller reserves the right to refuse delivery to any Purchaser with unsatisfactory credit history or to discontinue deliveries to any Purchaser with a past due account.

TESTING: All ready mixed concrete delivered to Purchaser shall conform to requirements of current ASTM specification designation C-94. All strengths shall be determined in pounds per square inch as shown by compressive tests of 28 days of 6" x 12" cylinders made, cured, capped, and tested in accordance with procedures of ASTM Designation C-31. All tests regarding content of mixture and compressive strength shall be made as promptly as practice allows or dictates and any unsatisfactory result shall be communicated in detail in writing to Seller immediately. Failure to perform a required test in a timely or expeditious manner, or failure to transmit the results thereof to Seller immediately in writing shall void this warranty. The addition of water to the mix by Purchaser relieves Seller of any responsibility as to strength of concrete provided the slump at the time of delivery is equal to that specified, but not in excess of a 6" slump. Admixture additions by Purchaser relieves Seller of any responsibility as to strength.

NO VERBAL AGREEMENT: It is understood that there are no verbal agreements or understandings which are not incorporated herein. No waiver of conditions of sale shall be implied from any failure by Seller to exercise same.

TERMS TAKE PRIORITY: This quotation is made to said Purchaser and cannot be transferred or assigned for the use of any other Purchaser without the written consent of the Seller, All of the terms, and provisions of the proposal between the parties pertaining to the subject matter hereof are fully set out herein, and no understanding, warranty or obligation not herein expressly set fourth shall be binding upon the Seller and no subsequent modification of this quotation shall be binding upon the parties unless the same is in writing and signed by the Seller and the Buver.



Project:

Warren County Jail

Construction Work Order # Medical Privacy Wall Modification

Date:

12/2/2021

Description of Work:

Demo Privacy wall and lower by 8"

Signed Ticketsd: 2430 and 2435

Description	Qnty. Unit	<u>Labor</u> Unit Price	Total	Materia Qnty.		Uni	t Price	 Total	Qnty.	Unit	Equipmer Unit Price	n <u>t</u> Total	
Foreman Hrs Bricklayer Hod Carrier Mobilization	8 hrs. 56 hrs. 98 hrs. 16 hrs.	\$ 54.22 \$ 52.19	\$ 3,036.32 \$ 5,010.24						16	hrs	\$ 14.85 \$		237.60
Mortar 4"x8"x64" Precast Lintels				2 4	bags ea	\$	6,95 55,15	13,90 220,60	I .				

237.60 234.50 \$ 9,222.12 EXTENSION

Labor Material Equipment SUBTOTAL

Cub Total		\$ 9,694.22
Sub Total		\$ -
Tax Subtotal		\$ 9,694,22
Overhead and Profit	15%	\$ 1,454.13
Overnead and trons		\$ •
Total		\$ 11,148.35



PRECAST LINTEL LIST Effective December 1, 2021 Prioling Subject to Chiange.

Stock does not mean inventory is guaranteed to be available. Larger quantities are subject to scheduling at the time of order.

Trade Discount does NOT Apply

Other sizes/weights available upon request

<u>SIZE</u> 4X8X2'8" 4X8X3'4"	PRODUCT CODE <u>CONCRETE</u> 150004028 150004034	PRICE CONCRETE \$20.56 \$29.38	<u>STEEL</u> 2-#3 2-#3	PRODUCT CODE <u>LIGHTWEIGHT</u> 151004028 151004034	PRICE <u>LIGHTWEIGHT</u> \$23.22 \$32.87
	,	\$29.38 \$35.24 \$41,11 \$49.02 \$55.15 \$68.66 \$75.52 \$82.39	2-#4 2-#4 2-#4 2-#5 2-#5 2-#5 2-#5 2-4-4 4-4 4-#4 4-#4	151004040 151004048 151004054 151004060 151004074 151004080 151004094 151004100 151004108 151004114 151004120 151006048 151006054 151006054 151006074 151006080	\$32.87 \$39.83 \$46.66 \$55.45 \$62.03 \$77.21 \$85.12 \$92.67 \$104.13 \$112.16 \$120.16 \$128.18 \$159.84 \$169.21 \$79.56 \$90.92 \$102.27 \$129.26 \$141.01 \$94.26 \$109.96 \$125.68
8X8X5'4" 8X8X6'0" 8X8X6'8" 8X8X7'4" 8X8X8'0"			4-#4 4-#4 4-#5 4-#5 4-#5	151008054 151008060 151008068 151008074 151008080	\$141.38 \$157.07 \$172.78 \$188.50

We Reserve The Right To Quote Large Commercial Projects On A Job-By-Job Basis

CHARGE REPORT FOR SERVICES RENDERED TO OR BY



FORMAN OR	CHET	- Contractor of	,		and a superpose
10B: W, C		, n	ATE: //-	7/11-	. 15
SERVICE RE			1015		<u> </u>
TO: Gra	nger	/Mec	V CO V		
manufacture .	nl>e e		rich	~~~ <u>~</u>	
TIME REPORT	SUPT, OR FOREMAN	BRKLYR,	HDCRR.	driver	No.
HOURS	a	16	16	2	
	AND NOTE OF THE PARTY OF THE PA	and the same of th		L. S	
N.	IATERIAL	& EQUIP	MENT RE	PORT	
QUANTITY DESCRIPTION					
	***************************************				THE PLANT RESERVE
					Carl State Control of Control
DESCRIPTION	OF WO	RK DONE	OR SERA	ICE RENI	DERED
pristruit and a second				<u> </u>	
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<u> </u>					
APPROVED FOR	Marin				
- XIVI	10-10-		No.	2430	

CHARGE REPORT FOR SERVICES RENDERED TO OR BY



FORMAN OR	SUPT.	_ ;							
10B: W, C, S, O DATE: 11-13/11-20									
SERVICE RENDERED:									
TO: 600	angen	1Mc	79 <u>0</u>						
HY: Combs & Weishmad Masonry									
TIME REPORT	SUFT. OR FOREMAN	BRKLYR.	HDCRR.	dniver					
HOURS	4	40	80	14	Annual Control of the				
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MATERIAL & EQUIPMENT REPORT									
QUANTITY	DESCRIPTION								
4	4"x 8"x 64" conc. Lintels								
\mathcal{A}	Quik-crete mortar mix								
DESCRIPTION OF WORK DONE OR SERVICE RENDERED									
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Dem	202	Pan	Litier	wal	<u> 15</u>				
in area m medical. Replace									
lintels at base of walls									
where required									
f									
APPROVED FOR									
BY: ////////////////////////////////////									



CHANGE ORDER REQUEST

Page 1

\$7,917.56

DATE: 01/05/2022

PCO#: 306

Granger Construction Company 1822- 00 - Warren County Jail

To: Tiffany Zindel

Warren County 406 Justice Drive

Lebanon, OH 45036

Phone: 513-695-1241

Fax:

Email: Tiffany.Zindel@co.warren.oh.us

CC:

From: Jason Woehrle

Granger Construction Company

6267 Aurelius Road Lansing, MI 48911

Phone:

Fax:

Email: jwoehrle@grangerconstruction.com

Total:

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: LEE Added FA Lockable Cover, NL & IT Changes Proposed Scope of Work: LEE Added FA Lockable Cover, NL & IT Changes

The prices below are valid until 11/23/2021

PCO Item	Status (hange - Contract	Notes	THE RESERVE OF THE SECOND
1 : Added FA Lockable Cover, NL &	Closed	(in Days) Line 0000610-00	Bonds	\$45.48
IT Changes Bond 2: Added FA Lockable Cover, NL &	Closed	0000620-00	Sub Bond Risk	\$75.80
IT Changes Sub Bond Risk 3: Added FA Lockable Cover, NL &	Closed	0000092-00	CM Fee	\$193.56
IT Changes CM Fee 4: Added FA Lockable Cover, NL &	Closed	0000620-02	Insurances	\$22.74
IT Changes Insurance 5: Added FA Lockable Cover, NL &	Closed	0016000-00	Lake Erie Electric	\$7,579.98
IT Changes LEE			1	

Submitted By:		Approved By:	
Alexander of the second	01/05/2022	Tiffany Zindel	Date
Jason Woehrle	Date	Warren County	



Contractors and Engineers • Dayton Office

OH Lic. # 26769

10/26/21

Established 1952

360 Industrial Drive, Franklin, Ohio 45005

Fax: 937-743-1227

Phone: 937-743-1220

Warren County Jail

LEE Job Number: 1019-1016

PO Number: 10658 Warren County Justice Dr. Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re: Misc. Work - See Extra Work Reports

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost:

\$3,201.38

Bond

CO Net:

\$3,201.38

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

den M. Mush

Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren Co			Contractor's				
Name Lebanon,	ОН		Contract No	1822-0	000121		
				Project	No.	Phase	Contr. No.
County Montgome	ery		Change Order	No	TBD	for	Changes
Subcontractor Na					I.D. No.	Phase	Contr. No.
	E ELECTRIC, INC.		Type of Contra	act <u>E</u>	LECTRIC/	\L	
360 INDU	STRIAL DRIVE						
FRANKLI	N, OH 45005						
A, Labor Summa	ry (exclude fringes) - GC 7.7.2.2	Premium					4
Personnel Cla	assification Regular Rate	Portion 1					
Journeyman	10.00 hours x 32.00 /hour	/hour		0.00			
Foreman	28.50 hours x 35.20 /hour	/hour		3.20			
Gen Fore	hours x_36.58 /hour	/hour			T-4-1 (D)	dr.	1,323.20
<u>PM</u>	hours x 80.00 /hour	/hour	=		Total (B)	\$	1,020,20
B. Fringes - GC 7							
Journeyman	10.00 hours x 21.14 /hour	/hour	·	1.40			
Foreman	28.50 hours x 21.30 /hour	/hour	=60	7.05			
Gen Fore	hours x 20.67 /hour	/hour	=		T () (0)	Φ.	040 45
PM	hours x /hour	/hour	<u> </u> =		Total (C)	\$	818.45
C. Allowable Pay	roll Expenses - GC 7.7.2.4		_				
Journeyman	10,00 hours x 7.23 /hour	/hour	=7	72.30			
Foreman	28.50 hours x 7.96 /hour	/hour	= 22	26.86			
Gen Fore	hours x 8.27 /hour	/hour					000.40
PM	hours x /hour	/hour	<u> </u>		Total (D)	. \$	299.16
D. Equipment Re	ental (attach itemized quotes / in	voices)			Total (D)	\$	
	and Processing fees				Total (E)	\$	
	ch Itemized supporting docume	ntation)			Total (F)	\$	
	ch itemized supporting documer				Total (G	\$	343.00
G, Maleriai (allal	20 frettissen aubborging georgine.						
		S	ub Total			\$	2,783.81
II Contractor (1)	verhead and Profit GC 7.7.2.10		00%		Total (H	; \$	417.57
	r Tier Cost (attach itemized sup			7.2.10.1	Total (I)	\$	
			00%		Total (J)	•	
J. Subcontracto	r Tier Markup	х 5.0	JU /6		100101	, 4	
K. Miscellaneou	s - GC 7.7.2.12						
1. Premium	portion (labor and fringes) only for a	pproved overtim	e		Total (K	\$	
- attach ite	emized supporting documentation 2						0.004.00
	<u></u>	Grand Total (S	ub Total + H +	-[+]+	K)	\$	3,201.38
		D	n in the difference by	atwaan Ove	atime and Rec	wiar-time !	Rates
	re shown on Line (K), sub-totals are not sh			ciwool: OAp	anto ano rieg		
2. Not applicable to all	change orders. Subject to review and acce	eptance of Contracti	ig Auriony.				



360 Industrial Drive, Franklin, Ohio 45005

Contractors and Engineers • Dayton Office

OH Lic. # 2

Established 1952

Phone: 937-743-1220

Fax: 937-743-1

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

\$ 343.00







131314

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"
EXTRA WORK REPORT

OFFICE									
	CLEVELAND		LORAIN						
	DAYTON		TOLEDO						
	MANSFIELD		MICHIGAN						
	AKRON								

ÇUSTOMER.	Granger					DATE _					
	PRESS					CUSTOMER ORDER NO					
LOCATION _	MURREN COUNTY	Jork	1			JOB NA	ME				
Chragin	WURSEN COUNTY PAINTION 19 night lights	twv	<u> </u>	525	40	511°	in a	-,			
BADGE NO,	EMPLOYEE NAME.	CLASS	RATE	HOURS	P.O. NO.	QUAÑ.	M.	ATERIAL DESCR	RIPTION	TOTAL	
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131315

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFIC	<u> </u>	
CĻEVELAND	П	LORAIN
DAYTON		TOLEDO
MANSFIELD		MICHIGAN
AKRON		

CUSTOMER,	Granger		····				DATE				
BILLING ADD	ORESS						CUST	OMER ORDER	R NO	···	
	 	-	,				OUR J	юв No. 1016	1-1016	REPORT NO.	<u> </u>
LOCATION	Lebuson,	OH									
WORK DESC	CRIPTION										
adding	low vo	Itagl Swite	ek_	-t	51	me	lical	750 i	lation	room	
LIGHTS											
BADGE NO.	EMPLO	DYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	M	ATERIAL DESC	RIPTION	TOTAL
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WORK ALDERORIZ	ZED BY			1	•	FC	R LAKE ERIE	ELECTRIC, INC.			



LAKE ERIE ELECTRIC

"Leading Electrical Excellence"
EXTRA WORK REPORT

<u>OFFICE</u>								
	CLEVELAND		LORAIN					
	DAYTON		TOLEDO					
	MANSFIELD		MICHIGAN					
\Box	AKRON -	П						

ÇUSTOMER,	Granger	DATE_								
	DRESS									
OCATION	Lebenon, of H CRIPTION Stand-By for					JOB NAM	VIE			
OA DESC	Stound - By Ger	any	Į59	:015		***				
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	WAREHOUSE DELIVER (TRUCK SPRIVER) NO	OF TRIPS	10/2	3/21	<u> </u>	Tim	CA-			JE 10/22

LE 131-2

	Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1	3/4" CONDUIT - EMT	25	С	32.81			
2	3/4" COUPLING SS STL-EMT	3	С	1.94			
3	3/4" CONNSSSTLINSUL-EMT	4	С	1.55			
4	3/4"1-HSTRAP-EMT-STEEL	5	С	1.29			
5	#12THHNBLACK	138	М	28.98			
6	#12/3C CABLE MC-ALUM ARMOR	50	М	58.80			
7	#18-1PSHLDCTRL-AUDIO-INSTCBL	100	М	55.00			
8	4x 1 1/2" SQ BOX COMB KO	2	С	1.81		С	
9	4"SQBLANKCOVER	2	С	0.77			
10	#8 TO #10x 7/8 PLAS ANCHOR (3/16)	9	С	0.64			
11	#10x1 P/H SELF-TAP SCREW	9	С	0.52			
12	#12WIREPOWERTERM .	24	E	8.88			
13	LOWVOLTAGEDIMMERSWITCH	1	E	150.00			
	Totals	372		343.00			



360 Industrial Drive, Franklin, Ohio 45005

Contractors and Engineers • Dayton Office

OH Lic. # 26769

Fax: 937-743-1227

Phone: 937-743-1220

Established 1051

Warren County Jail

10/25/21

LEE Job Number: 1019-1016

PO Number: 10658 Warren County Justice Dr. Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re: Misc. Work - See Extra Work Reports

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost:

\$370.58

Bond

CO Net:

\$370.58

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

In M. Mudle

Sean M. Mondello

Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail		Contractor's				
Name Lebanon, OH		Contract No. 1822-000121				
		•	Proj	ect No.	Phase	Contr. No.
County Montgomery		Change Orde	r No,	TBD	for	Changes
Subcontractor Name and Address		Ū		I.D. No.	Phase	Contr. No.
LAKE ERIE ELECTRIC, INC.	•	Type of Contr	act	ELECTRICA	۸L	
360 INDUSTRIAL DRIVE		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
FRANKLIN, OH 45005						· ·
A, Labor Summary (exclude fringes) - GC 7.7.2.2	Premium	1				
Personnel Classification Regular Rate	Portion ¹					
Journeyman 2.00 hours x 32.00 /hour	/hour		34.00	_		
Foreman 1.00 hours x 35.20 /hour	/hour	=	35.20			
Gen Fore hours x 36.58 /hour	/hour	=		_		
PM hours x 80.00 /hour	/hour	=		Total (B)	\$	99.20
B. Fringes - GC 7.7.2.3						
Journeyman 2.00 hours x 21.14 /hour	/hour	= <u> </u>	42.28			
Foreman 1.00 hours x 21.30 /hour	/hour	=	21.30	_		
Gen Fore hours x 20,67 /hour	/hour	=			_	00 20
PM hours x //hour	/hour	↓		Total (C)	\$	63.58
C. Allowable Payroll Expenses - GC 7.7.2.4						
Journeyman 2.00 hours x 7.23 /hour	/hour	=	14.46			
Foreman 1.00 hours x 7.96 /hour	/hour	· =	7.96			
Gen Fore hours x 8.27 /hour	/hour	-				
PM hours x /hour	/hour	·] =		Total (D)	\$	22.42
D. Equipment Rental (attach itemized quotes / in	voices)			Total (D)		
E. Administrative and Processing fees				Total (E)	\$	
F. Trucking (attach itemized supporting documer	ntation)			Total (F)	\$	
G. Material (attach itemized supporting documen				Total (G	\$	137,04
O, Material (attack to the control of the control o	,					
	Sı	ub Total			\$	322.24
H. Contractor Overhead and Profit GC 7.7.2.10	x 15.	00%		Total (H	\$	48.34
I. Subcontractor Tier Cost (attach itemized supp	orting docume	entation) GC 7.	7.2.10).1 Total (I)	\$	
J. Subcontractor Tier Markup		00%		Total (J)	\$	
K. Miscellaneous - GC 7.7.2.12 1, Premlum portion (labor and fringes) only for an	oproved overtime	e		Total (K) \$	
- attach itemized supporting documentation ²		. 1	т IC)	\$	370.58	
<u>-</u>	irand Total (S	ub Total + H	-171	- K J	Ψ.	0,0,00
1. Premium portions are shown on Line (K), sub-totals are not sho	wn. Premlum portio	n is the difference b	elween (Overtime and Reg	ular-time F	Rates
Not applicable to all change orders. Subject to review and accept						



360 Industrial Drive, Franklin, Ohio 45005

Contractors and Engineers • Dayton Office

OH Lic. # 2

Established 1952

Phone: 937-743-1220

Fax: 937-743-1

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

Credit Card \$ 137.04

NET MATERIAL TOTAL \$ 137.04



LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

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☐ TOLEDO

☐ CLEVELAND ☐ LORAIN

	n	Leading EXTR				ce"		ANSFIELD	☐ TOLEDO ☐ MICHIGAN
CUSTOMER	Granger				DATE_				
BILLING ADD	RESS						NO		
					OUR JO	OB NO. 101	8-1016 A	EPORT NO.	
LOCATION _	Lebanon, OH RIPTION				JOB NA	AME W	uren Ca	our ty	Jail
Add	coses for FA	Pull	Stint 10	<u>15</u>	Δ	Booking	y and	- Fn	nate.
renlea	ase		· · · · · · · · · · · · · · · · · · ·				-		
BADGE NO.	EMPLOYEE NAME	CLASS RATE	HOURS	P.O. NO.	QUAN.	. МА	TERIAL DESCF	RIPTION	TOTAL
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		1/27		 					
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		1½T ST	ļ. <u>.</u>						
	7 TOTAL HO								
	WAREHOUSE DELIVERIES TRUCK 8, 29, 1/2 NO. OF			тооі	S AND EC	DUIPMENT		TOTAL.	
WORK AUTHOR	My.	DATE 10/19	121	Ī	OR LAKE ER	Whoth Jeleotric, inc.	·	t	DATE 10/18/2

From:

Becky Helmrich

Sean Mondello

Subject:

FW: Transaction Receipt from WINDY CITY CABINET for \$137.04 (USD)

Date:

Monday, October 25, 2021 12:35:26 PM

Order Information

Description:

Windy City Cabinet

Invoice Number

3464

Billing Information

Shipping Information SEAN MONDELLO

SEAN MONDELLO

LAKE ERIE ELECTRIC INC-DAYTON OFFICE LAKE ERIE ELECTRIC INC-DAYTON OFFICE

360 INDUSTRIAL DRIVE

360 INDUSTRIAL DRIVE

Franklin, Ohio 45005

Franklin, Ohio 45005

United States

United States

bhelmrich@lakeerieelectric.com

19377431220

Total: \$137.04 (USD)

Payment Information

Date/Time:

30-Sep-2021 13:00:08 PDT

Transaction ID:

42962931462

Payment Method:

MasterCard xxxx1300

Transaction Type:

Purchase

Auth Code:

065546

Merchant Contact Information

WINDY CITY CABINET CHICAGO, IL 60618

US

ANDY@DISPLAYSPECIALISTS.COM



360 Industrial Drive, Franklin, Ohio 45005

Contractors and Engineers • Dayton Office

OH Lic. # 26769

Fax: 937-743-1227

Phone: 937-743-1220

Established 1057

Warren County Jail

10/28/21

LEE Job Number: 1019-1016

PO Number: 10658 Warren County Justice Dr. Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re: Misc. Added work for Structured

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost:

\$4,008.00

Bond

CO Net:

\$4,008.00

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

In M. Mola

Sean M. Mondello

Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

	Ş	Sub Total			\$	
G. Material (attach itemized supporting docum	nentation)			Total (3) \$	
F. Trucking (attach itemized supporting docur				Total (F		
E. Administrative and Processing fees				Total (E		
D. Equipment Rental (attach Itemized quotes	(Invoices)			-		
PM hours x //ho		<u></u>		Total (F		
Gen Fore hours x 8.68 /ho				— Total (E); \$	
Foreman hours x 7.96 /ho						
Journeyman hours x 7,23 /ho						
C. Allowable Payroll Expenses - GC 7.7.2.4		_				
PM hours x //ho	ur /hol	"			, *	
Gen Fore hours x 21.46 /ho				 Total (C	:) \$	
Foreman hours x 21.30 /ho						
Journeyman hours x 21.14 /ho				_		
B. Fringes - GC 7.7.2.3						
PM hours x 80.00 /ho	ur 40.00 /hou	<u>r</u> =		Total (B) \$	
Gen Fore hours x 38.40 /hours x					\ et·	
Foreman hours x 35.00 /hours	ır <u>17.50</u> /hou					
Journeyman hours x 32.00 /hou	ır 16.00 /hou	r =		_		
Personnel Classification Regular Rate	Portion ¹	╛				
A. Labor Summary (exclude fringes) - GC 7.7.2	2 Premium	7				
FRANKLIN, OH 45005						
360 INDUSTRIAL DRIVE						
		Type of Contr	aul	ELECTRIC		
Subcontractor Name and Address		Tune of Centr	act	ELECTRIC		
County Montgomery		Shanga Shaoi	. , , , ,	I.D. No.		Contr. No.
		Change Order	_	TBD	for	ОТ
Name Lebanon, OH	<u> </u>			ect No.	Phase	Contr. No.
Project Warren County Jail		Contractor's Contract No.	182	2-000121		

Project Warren C	ounty Jail		Contractor's				
Name Lebanon,	ОН		Contract No.	182	2-000121		
				Proj	ect No.	Phase	Contr. No.
County Montgome	ery		Change Order	No.	TBD	for	ОТ
Subcontractor Na	me and Address				I.D. No.	Phase	Contr. No.
Structure	d Technology		Type of Contra	act	ELECTRICA	AL	
2611 Cres	scent Springs Pike						
Crescent	Springs, KY 41017						
A. Labor Summa	ry (exclude fringes) - GC 7.7.2.2	Premlum	1				
Personnei Cla		Portion ¹					
JW Installer	12.00 hours x 44.06 /hour	22.03 /hour	<u> </u>	8.72	-		
Non BICSI	4.00 hours x 29.51 /hour	14.76 /hour		8.04			
	hours x //hour				 Total (B)	\$	646.76
	hours x //hour	/hour				Ψ	040.70
B. Fringes - GC 7		19.79 /hour	_ - _ 47	4.84			
JW Installer	12.00 hours x 39.57 /hour 4.00 hours x 23.22 /hour		1	2.88			
Non BICSI	hours x /hour		<u></u>		_		
	hours x /hour	·			Total (C)	\$	567.72
C. Allowable Pav	roll Expenses - GC 7.7.2.4						
JW Installer	12.00 hours x 8,03 /hour	4,02 /hou	- g	6.36	_		
NON BICSI	4.00 hours x 7.82 /hour		r = 3	1.28	→		
	hours x /hour	/hou	-				40= 6:
	hours x /hour	/hou	<u>r</u>] =		_ Total (D)		127.64
D. Equipment Re	ental (attach itemized quotes / ir	voices)			Total (D)	\$	
E. Administrative	e and Processing fees				Total (E)	\$	
F. Trucking (atta	ch itemized supporting docume	ntation)			Total (F)	\$	
	ch itemized supporting documer				Total (G	\$	1,977.15
		S	ub Total		_	\$	3,319.27
H. Contractor Ov	verhead and Profit GC 7.7.2.10	x 15.	.00%		Total (H	; \$	497.89
I. Subcontracto	r Tier Cost (attach itemized sup	porting docume	entation) GC 7.7	7.2.10	.1 Total (I)	\$	
J. Subcontracto	r Tier Markup	x 5.0	00%		Total (J)	\$	
K. Miscellaneou	s				Total (K) \$	
		O 1 7 -4-1 /0	tule Total 4.10 s	ايدا	·		3,817.16
	_	Grand Total (S	ub Total + H +] + J	<u>+ K)</u>	. \$	J,017,10



Contractors and Engineers • Dayton Office

OH Lic. # 2

Established 1952

360 Industrial Drive, Franklin, Ohio 45005

Phone: 937-743-1220

Fax: 937-743-1

WARREN COUNTY JAIL MATERIAL COMPILATION

 FROM TAKEOFF
 \$

 Strutured
 \$ 1,977.15







131311

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFIC	E
CLEVELAND	☐ LORAIN
DAYTON	☐ TOLEDO
MANSFIELD	☐ MICHIGAN
AKRON	

CUSTOMER	Granger					DATE	9-15-21			
	SS							NO		
DIECHTO ADDITIO								3-1014 r		
1	A1 / 11									
LOCATION	Chancon OH TION Schedule panel w Les and down to patch	500 0	uile A	und tro	مفاصفة	V BOL Д Уч	ME W	A dressed	CADIES A	CROSS
WORK DESCRIP	TION THEADIE PANEL W	inc p	<u>م درون</u> رست ا	WAY ICE	د اد	M4 00.	wide 1 -	a Zui to	mardian	
<u>laddick rac</u>	US AND CHOWN 40 PATCH	DUHE	1 <u>, 18</u>	KMIHA	10 71	rid poet	NICE K	אטוני ואינטונ	THE TOUR	
to custom	zer- (Field end termin	nted	by o	WHER)		·····				
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	TOTAL HOU	JRS	<u></u>							
	WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO, OF	TAIPS .			TOOL	S AND EC	UIPMENT		TOTAL	
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	_	. a 77 CT				De	cum.	nen	DA	TE VOLIST
	BY D	ATE			÷,	OR LAKE ER	ELECTRIC, INC			







(2) 131312

LAKE ERIE ELECTRIC

"Leading Electrical Excellence" EXTRA WORK REPORT

OFFIC	
CLEVELAND	☐ LORAIN
DAYTON	☐ TOLEDO
MANSFIELD	☐ MICHIGAN
AKRON	

CUSTOMER.	GRAHGER					DATE.	9-30-2	1		
BILLING ADD	DRESS							NO		
						OUR J	OB NO. 1018	-1016 A	EPORT NO	
	LEBANON OH PRIPTION AND TV LECATIONS IN					100 11	IJAR	eu County	اند	
LOCATION .	DIETICAL AND TV LOCATIONS IN	<u> </u>	2. and	ጢጓ	-04. B	ilea 3	COAL AND	2 CATG CAB	is to TV la	CHOHA
WOHK DESC	HIPTON 100 1 V 100 1 Lake	(4) -	y - 111							•
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BADGE	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MA	TERIAL DESCR	RIPTION	TOTAL
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	TOTAL HO	URS	1							
	WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. O		<u> </u>		TOOL	S AND EC	QUIPMENT		TOTAL	
	, (THUCK & DHIVEH) NO. O	4: 1 NIFO				1	. 4			i diela i
WORK AUTHOR		DATE	<u> </u>		E	AR LAKE ED	IE ELECTRIC, INC.	tu-	DATE	10/5/21



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			-		ical Ex RK RE		ice"	□ D/ □ M/		☐ TOLEDO ☐ MICHIGAN
CUSTOMER	GRAHGUR						9-15-21	□ Al-	(RON	
	DRESS				· ·		OMER ORDER NO			
arciidă Vibi	Jucoo						IOB NO. 1018 -10			
	1.1 04					OOH J	LI)APPIN	Cousity	Jail	
OCATION VORK DESI	LEBANON OH ORIPTION 4 CATE CABLES PULLED.	from E	2-10	to E	1-07. P	PNES	AND ROUTED	2 CATO	o cables	FROM
E2-10	to E1-07. Terminated cable	5, OH	patch	PANE	I IN E	Q-10 A	ed in 2 bis	auit be	DES IN A	V Rack
in E1-1									,	
BADGE		CLÁSS	DATE	HOURS	P.O. NO.	QUAN.	MATE	RIAL DESCR	RIPTION	TOTAL
NO.	EMPLOYEE NAME	- CH99	21	HOONO	NO.		BEIDEN DOUP			
	A A .		1½T				BELDEN NXKS			hod cel
	Dallas Barber	<u> </u>	ST 2T	4		2				Grea
	O' ON		1½T			7	Belder RV6M	JK UBL-	SI UACES	_
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WORK AUTHOR		DATE	***	_	Ç.	OR LAKE ER	UM-ME			ATE 10-115/2

Invoice



2611 Crescent Springs Pike Crescent Springs, KY 41017

Date	Invoice #
10/28/2021	21127

Bill To	
Lake Erie Electric, Inc Dayton Office 360 Industrial Drive	
Franklin, OH 45005	

Ship To	
Warren County Jail	
Justice Center Drive	
Lebanon, OH 45036	

P.O. No.	Terms	Project
	Net 30	21127 - WCJ OT Ho

		1		
Item	Quantity	Description	Rate	Amount
BEL*AX102652 BEL*D6UP BEL*RV6MJKU WPW*25Q841	2,100 6	Electric White 2 Port CAT6 4PR U/UTP CMP REEL Modular Connectors - REVConnect Jack CAT6+ UTP - 24 PACK RG-6 18 SOLID BARE CATVP QUAD-SHIELD	3,90 0,285 192.60 0.7175	7.80 598.50 1,155.60 215.25
		To	otal	\$1,977.15

Past due invoices may be subject to a 2% late charge.

	Phone #	
8	59-727-6320	



CHANGE ORDER REQUEST

Page 1

\$4,611,46

DATE: 01/05/2022 PCO#: 307

Granger Construction Company 1822- 00 - Warren County Jail

To: Tiffany Zindel

Warren County 406 Justice Drive

Lebanon, OH 45036

513-695-1241 Phone:

Fax:

CC:

Email: Tiffany.Zindel@co.warren.oh.us

From: Jason Woehrle

Granger Construction Company

6267 Aurelius Road Lansing, MI 48911

Phone:

Fax:

Email: iwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Add Call Button to Non Contact Visitation Rooms Proposed Scope of Work: Add Call Button to Non Contact Visitation Rooms

The prices below are valid until 11/23/2021

PGO Item	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	2. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.	≟; V.≘Notes	Amount
		i Days) Line (1000610-00	Bonds	\$26.49
1 : Add Gall Button to Non Contact Visitation Rooms Bond	Closed	0000010-00	Donus	Ψ20,10
2 : Add Call Button to Non Contact	Closed	0000620-00	Sub Bond Risk	\$44.15
Visitation Rooms Sub Bond Ris 3: Add Call Button to Non Contact	Closed	0000092-00	CM Fee	\$112,47
Visitation Rooms CM Fee	Closed	000002-00	OW 1 GO	
4 : Add Call Button to Non Contact	Closed	0000620-02	Insurances	\$13.25
Visitation Rooms Insurance	1		D-16. I=0	\$1.822.65
5 : Add Call Button to Non Contact	Closed	0011190-00	Pauly Jail	\$1,022.00
Visitation Rooms Pauly Jail		0046000 00	Lake Erie Electric	\$2,592.45
6 : Add Call Button to Non Contact Visitation Rooms LEE	Closed	0016000-00	Lake Lite Electric	

		Total:	\$4,611.46
Submitted By:		Approved By:	
The state of the s	01/05/2022		
Jason Woehrle	Date	Tiffany Zindel Warren County	Date

Warren County Jail & Sheriff's Admin. Office Add Pushbutton

Date:	10/29/2021	
To:	Megen Construction	
Co:	Jason Kaminski	
Fax:	via email	
Pgs:	4	
Re:	Add Pushbutton	



Please find the following summary of changes to the contract for this project: Add (2) new pushbuttons at doors D9-18 and D9-17 and route back to equipment room D9-22. The buttons will be used to alert Master Control that someone needs to exit contact visitation room. Accurate Controls specifically excludes providing and installing coduit pathway, providing and installing backbox and cover plates, and providing and installing pushbutton

Subcontractor	\$ 1,675.98
Subcontractor Mark-up	\$ 83.80
Subtotal (Subcontractor Portion)	\$ 1,759.78
Net Material Cost	\$ н
Tax (on Material)	\$ -
Subtotal (Subcontractor & Material)	\$ 1,759.78
Labor & General Conditions	\$ 54.67
Overhead/Profit	\$ 8.20
Bond	\$ _
Total Requested Change Order - ADD Amount	\$ 1,822.65

<u>Notice</u> - Pauly Jall Building Co. respectfully declines to proceed with material procurement and or installations without receipt of change order or change directive per contract documents. Please note: Pricing is valid for 30 days.

Thank you,

Colin Eacret

Main Office Pauly Jail Building Co., Inc. 17515 Bataan Court Noblesville, IN 46062 PH: 317-580-0833

FX: 317-705-2093

St. Louis, MO 63117 PH: 614-240-5655 FX: 314-240-5567

Pauly Jail Building Co., Inc.

1530 S. Big Bend Blvd, 1st FI

Missourl Office

Missouri Office #2
Pauly Jail Building Co., Inc.
500 Huber Park Ct, Suite 206
Weldon Springs, MO 63304
PH: 636-329-8036

PH: 636-329-8036 FX: 636-329-8056



CHANGE ORDER PROPOSAL

	Jail & Sheriff's Adn	nin. Office		Date:_	10/29/2021	_	
PJBC#: 554 PR#				DITIONS	DELETIONS.	NE	T TOTAL
SUMMARY OF DETAILED				DITIONS	DELETIONS		ITOTAL
A. MATERIAL (Including Ta	ixes)		\$	-	\$ -	\$	
B. LABOR			\$	-	\$ -	\$	F 4 07
C. OTHER COSTS			\$	54.67	\$ -	\$	54.67
D. SUBCONTRACTOR CO	STS (Including Mark	kup)	\$	1,759.78	\$ -	\$	1,759.78
E. NET TOTAL (A+B+C)	,					\$	54.67
F. OVERHEAD & PROFIT						\$	8.20
G. BOND						\$	_
O, BOND					TOTAL PROPOSAL	\$	1,822.65
CONTRACTOR'S MARK-U	P ON WORK OF SU	JBCONTRAC'	rors				
SUBCONTRACTOR:	CONTRAC	T WORK DESCR	IPTION		PROPOSAL		
	I Pushbutton	· · · · · · · · · · · · · · · · · · ·			\$ 1,675.98	_	
Accurate Controls Acc	1 uoribattori				\$ -		
					\$ -	_	
H. SUBTOTAL OF ALL WO	DI DDEEODMED I	N SUBCONT	RACTOR	8	\$ 1,675.98		
		of Oppopier:	10701010	5	\$ 83.80	_	
I. CONTRACTOR'S MARK-	-019				MARKUP COST	\$	1,759.78
MATERIALCIARD			 		maaror cost	<u> </u>	,,,
MATERIALS/ADD		\$ -	ROUGHI	GDALTAN	\$ -		
		\$ -				_	
		\$ -					
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Name of the last o		\$ -			MATERIAL COST	\$	-
		φ -			NI. ALE	<u> </u>	
MATERIALS/DELETE		Φ.	DOUGH	MATINELETE	\$		
		\$ -		MAT./DELETE	\$ -	_	
		\$ -	SALES	IAX	MATERIAL COST	\$	
	······	\$ -					
LABOR		•		RATE 00.40	TOTAL	-	
Trade Labor	Journeyman	0	× <u>_\$</u>	86.48	\$ -		
	Foreman	0	x \$	105.94	\$ -		
	Superintendent	0	x		\$ -	_	
	Project Manager	0	X		\$ -		
Trade Travel							
	Foreman	0	x_\$		\$ -		
	Superintendent	0	x \$	н	\$ -		
	Project Manager	0	x_\$	-	\$		
	,				LABOR COST	\$	•
Wage Breakdown	Journeyman	Foreman	Super	intendent	Other		
Tax/Wages	0.00	0.0	00	0.00			
Benefits	0.00	0,0	00	0.00			
Payroll Taxes	0,00	0.	00	0.00			
Workers Comp	0.00	0.0	00	0.00			
GENERAL CONDITIONS	AMOUNT		OTH	ER COSTS	AMOUNT		
1. MISC COST (Vehicle/Travel)	\$ - \$ 1.88		6. COOF	RD/JOB INC'L	\$ 52.7	9	
2. GEN. LIA. INS./INST FLTR	\$ -	<u> </u>	7. PER 1		\$ -		
3. GEN. LIA.	\$ -				G/C COST	\$	54.67
4. EQUIPMENT	Ψ			<u> </u>		<u> </u>	, , , , , , , , , , , , , , , , , , ,
CONTRACT:							
				-			
CONTRACTOR:				TITLE:			
	(PR	INT)		<u> </u>			
	(010)	ATI IDE)		DATE:			



October 29, 2021

RE: Pushbutton Add Warren County Jail Lebanon, OH 45036

Description of Changes:

Add (2) new pushbuttons at doors D9-18 & D9-17 and route back to equipment room D9-22. The buttons will be used to alert Master Control that someone needs to exit contact visitation room.

Exceptions:

- Providing & installing conduit pathway
- Providing & installing backbox and cover plates
- Providing & installing pushbutton cable

0.0	Hours Engineering	\$118.00	\$0.00
1.0	Hours Project Management	\$106.00	\$106.00
2.0	Hours Programming	\$118.00 \$94.00	\$236.00 \$0.00
0.0	Hours Equipment Assembly Hours ACI Tech Onsite	\$94.00	\$188,00
0.0	Per Diem	\$193.00	\$0.00
2.0	Pushbutton	\$34.20	\$68.40
1.0	Remobilization	\$750.00	\$750.00
5%	Shipping and Handling on Equipment	\$68.40	\$3.42
15%	Overhead and Profit	\$1,454.40	\$218.16
	Total		\$1,675.98

Warranty:

Accurate Controls, Inc. shall guarantee our equipment to be free from defects for a minimum period of one year. We shall send replacements of defective equipment in a timely fashion after diagnosis by our technical assistance department and a purchase order is issued. If it is determined that the equipment replaced is determined to be defective, no invoice will be sent. Accurate Controls, Inc. does not warrant equipment, which is damaged



due to negligence, acts of god or vandalism; if the equipment is so damaged, an invoice for the purchase order will be sent.

As a result of the SARS-CoV-2 coronavirus pandemic, Accurate Controls shall add to all new contracts and/or purchase orders the following clauses.

- a. Accurate Controls, Inc. shall add a "force majeure" contract provision that relieves Accurate Controls, Inc. from performing our contractual obligations when certain unexpected, unanticipated circumstances beyond our control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. Accurate Controls, Inc. wishes to negotiate clear, comprehensive and appropriate language to protect Accurate Controls, Inc. from a widespread epidemic, pandemic and/or public health emergency considering the threat posed by the current coronavirus outbreak.
- b. Accurate Controls, Inc. may adjust the contract price to reflect the revised actual cost of the labor and materials. Accurate Controls, Inc. shall provide to prime contractor or Owner documentation supporting our claim for additional compensation. If there is an increase in the actual cost of labor or materials charged to Accurate Controls, Inc. in excess of 5% subsequent to signing contract or purchase order, the price set forth in said contract or purchase order shall be increased accordingly with a written change order or amendment.
- c. Accurate Controls, Inc. shall submit production and labor schedule extensions to contractor or Owner in a timely fashion that result from changes to global supply chain and construction manufacturing that are out of our control.

Respectfully,

Bob Nelson

Bob Nelson

Project Manager

Accurate Controls, Inc.

(920) 748-6603 ext 262



Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005

Phone: 937-743-1220 Fax: 937-743-1227

Warren County Jail

10/28/21

LEE Job Number: 1019-1016

PO Number: 10658 Warren County Justice Dr. Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re: Misc. Work - Added Duress Buttons

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost:

\$2,592.00

Bond

CO Net:

\$2,592.00

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

In M. Mulh

Sean M. Mondello

Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren C			Contractor's				
Name Lebanon,	ОН		Contract No.	182	2-000121		
				Proj	ect No.	Phase	Contr. No.
County Montgom	ery		Change Order	r No.	TBD	for	Changes
	ame and Address				I.D. No.	Phase	Contr. No.
LAKE ER	IE ELECTRIC, INC.		Type of Contra	act	ELECTRICA	AL.	
	ISTRIAL DRIVE				•		
	N, OH 45005						
A Labor Summa	ıry (exclude fringes) - GC 7.7.2	2 Premium	7				
Personnel Cl		Portion ¹					
Journeyman	hours x 32,00 /hou	ır /hou	r] =				
Foreman	20,00 hours x 35,20 /hou	ır /hou	r = 70	4.00	·		
Gen Fore	hours x 36.58 /hou	ur /hou	r =				
PM	hours x 80.00 /hou	ur /hou	<u> </u>		_ Total (B)	\$	704.00
B, Fringes - GC 7	7.7.2.3						
Journeyman	hours x 21.14 /hou	ur /hou	r =		_		
Foreman	20.00 hours x 21.30 /hou	ur /hou	r = 42	26.00			
Gen Fore	hours x 20.67 /hou	ur /hou	r =				
PM	hours x /ho	ur /hou	<u>r</u> =		_ Total (C)	\$	426.00
C. Allowable Pay	rall Expenses - GC 7.7.2.4						
Journeyman	hours x 7.23 /ho	ur /hou	r =				
Foreman	20.00 hours x 7.96 /ho	ur /hou	r = 1	59.20			
Gen Fore	hours x 8.27 /ho	ur /hou	r =				
PM	hours x /ho	ur /hou	r =		Total (D)	\$	159.20
D. Equipment Re	ental (attach itemized quotes /	invoices)			Total (D)	\$	
E. Administrative	and Processing fees				Total (E)	\$	
	nch itemized supporting docum	nentation)			Total (F)	\$	
	ch itemized supporting docum				Total (G	\$	965.10
O, maioriai (alle	o.,	,					
		s	ub Total			\$	2,254.30
U. Contractor O	verhead and Profit GC 7.7.2.1		.00%		– Total (H	\$	338.15
	r Tier Cost (attach itemized su			7.2.10	-	, · \$	
J. Subcontracto			00%		Total (J)	\$	
K. Miscellaneou 1. Premium	portion (labor and fringes) only for	r approved overtim	ie		Total (K) \$	
- attach it	emized supporting documentation		Sub Total + H +	· [+ J	+ K)	\$	2,592.45
							
	re shown on Line (K), sub-totals are not			etween (Overtime and Reg	ular-time F	Rates
2. Not applicable to all	I change orders. Subject to review and a	cceptance of Contracti	ng Authority.				



Contractors and Engineers • Dayton Office

OH Lic. # 2

Established 1952

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220

Fax: 937-743-1

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

FDL

965.10

1

	Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1	#18-1PSHLDCTRL-AUDIO-INSTCBL	1,000	М		15.75	М	15.75
2	WIREMOLDBOXESANDBUTTONS	2	E		2.00	E	4.00
	Totals	1,002	2				19.75

Resolution

Number 22-0166

Adopted Date February 01, 2022

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN THE 2022 MARKET DEVELOPMENT SUB-GRANT AGREEMENT BETWEEN WARREN COUNTY BOARD OF COUNTY COMMISSIONERS AND AAA WASTEWATER SERVICES, INC.

WHEREAS, per Resolution # 22-0040, the Warren County Solid Waste District is authorized to submit a 2022 Market Development Grant Application to the Ohio Environmental Protection Agency on Behalf of AAA Wastewater, and

WHEREAS, a subgrant agreement has been is required as outlined in the resolution, and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the 2022 Market Development Sub-Grant Agreement between the Warren County Board of County Commissioners and AAA Wastewater Services, Inc. on behalf of the Warren County Board of County Commissioners, as attached and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Environmental Protection Agency, the Warren County Board of Commissioners has no further obligation to fund this project.

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

Mr. Grossmann – yea Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Fina Osborne, Clerk

/sm

cc:

C/A—AAA Wastewater Services, Inc.

Solid Waste (file)

OGA (file)

2022 Market Development Sub-Grant Agreement between WARREN COUNTY BOARD OF COUNTY COMMISSIONERS and AAA WASTEWATER SERVICES, INC.

This 2022 Market Development Sub-Grant Agreement (this "Agreement") is made and entered as of January 27, 2022, between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio county and political subdivision, ("WARREN COUNTY"), and AAA WASTEWATER SERVICES, INC., an Ohio corporation for profit, (the "SUBGRANTEE"), on its behalf and on behalf of its successor and assigns. WARREN COUNTY and the SUBGRANTEE may be referred to collectively hereinafter as the "Parties."

WHEREAS, in order to receive a 2022 Market Development Grant (the "MDG"), WARREN COUNTY agreed to act as the sponsor in an MDG Application and if awarded such grant to enter into a grant agreement with the Ohio EPA and the SUBGRANTEE, as Cooperating Enterprise (the "Grant Agreement") wherein the State of Ohio through the Ohio EPA awards WARREN COUNTY two hundred thousand dollars (\$200,000.00) (the "MDG Funds") for the purpose of implementing the approved market development grant project detailed in the MDG Application; and,

WHEREAS, the SUBGRANTEE has agreed to provide the match amount of two hundred thousand dollars (\$200,000.00) (the "Match Funds"), and release and hold WARREN COUNTY harmless for any financial contributions relating the approve market development grant project and use the MDG Funds exclusively for the approved market development project detailed in the MDG Application (the "MDG Project"), and will submit required reports within stated time frames, all in compliance with the Grant Agreement.

WHEREAS, WARREN COUNTY's obligations under this Agreement shall be contingent upon the Parties entering into a Grant Agreement with Ohio EPA and WARREN COUNTY's receipt of MDG Funds to pass through such funds to the SUBGRANTEE as long as SUBGRANTEE fully complies with the terms and conditions of the Grant Agreement and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

I. WARREN COUNTY hereby awards to SUBGRANTEE, a sub-grant not to exceed two hundred thousand (\$200,000.00), from the MDG Funds received by WARREN COUNTY from the Ohio EPA for the purpose of implementing the MDG Project. Costs incurred by SUBGRANTEE for items that are not part of the budget contained in the MDG Application, and/or costs incurred by SUBGRANTEE in excess of amounts specified in the budget contained in the MDG Application, will not be reimbursed by WARREN COUNTY to SUBGRANTEE.

- II. Implementation of the MDG Project for which MDG Funds are to be provided shall not commence prior to the date this Agreement is fully executed by all Parties (the "Commencement Date"). WARREN COUNTY shall not be responsible for reimbursing SUBGRANTEE from the MDG Funds any costs incurred by SUBGRANTEE prior to the Commencement Date of this Agreement, and SUBGRANTEE agrees it will not seek reimbursement of any costs incurred prior to the Commencement Date.
- III. SUBGRANTEE shall provide and expend the Match Funds in the form of cash expenditures to the MDG Project.
- IV. SUBGRANTEE shall implement the activities identified in the MDG Application and shall manage all funds provided to SUBGRANTEE in accordance with this Agreement, the MDG Application, the Grant Agreement, and the 2022 Grant Manual applicable to the Market Development Grant program (the "2022 Manual," and, together with this Agreement, the MDG Application and the Grant Agreement, collectively, the "Grant Documents"). A copy of the Grant Documents, with the exception of this Agreement, are attached hereto as "Exhibit A" and are incorporated by reference herein. SUBGRANTEE shall comply with all requirements set forth in the Grant Documents. If SUBGRANTEE fails to comply with any Grant Document, upon written notice by WARREN COUNTY, SUBGRANTEE shall immediately repay to WARREN COUNTY all funds paid to SUBGRANTEE.
- V. WARREN COUNTY shall pay to SUBGRANTEE from its MDG Funds, in accordance with the reimbursement procedures set forth in Section VI below, and subject to the availability of MDG Funds.
- VI. Upon WARREN COUNTY's receipt of the MDG Funds from the Ohio EPA, WARREN COUNTY will consider requests for reimbursement for the MDG Project costs or expenses incurred by SUBGRANTEE as follows:
 - A. Upon completion of the MDG Project costs or expenses and following the Close Out of the MDG Project as set forth in the 2022 Manual, SUBGRANTEE shall provide written reimbursement requests to WARREN COUNTY which shall include: (i) evidence of SUBGRANTEE's payment of such cost or expense, including all related financial documents, shipping and receipt documents, invoices, contracts, and reports, (ii) documentation that such costs or expenses are reimbursable under this Agreement and (iii) evidence that 100% the Match Funds have been expended (the "Reimbursement Requests").
 - B. WARREN COUNTY shall review all Reimbursement Requests to determine whether the costs or expenses identified therein are reimbursable from MDG Funds in accordance with this Agreement.
 - C. Upon receipt of a Reimbursement Request, WARREN COUNTY shall determine whether or not the costs or expenses contained therein are reimbursable and shall notify SUBGRANTEE accordingly. If determined to be reimbursable, WARREN

- COUNTY shall reimburse SUBGRANTEE for those costs or expenses identified in the Reimbursement Request.
- D. SUBGRANTEE shall be responsible for paying the MDG Project costs and expenses until WARREN COUNTY receives the MDG Funds from the Ohio EPA.
- E. WARREN COUNTY shall not reimburse SUBGRANTEE for any costs or expenses incurred by SUBGRANTEE that are not specifically identified in: (i) the Grant Agreement or (ii) this Agreement, and eligible.
- F. Under no circumstances shall WARREN COUNTY reimburse SUBGRANTEE or otherwise be responsible to SUBGRANTEE for an amount greater than: the amount of the MDG Funds received from the Ohio EPA pursuant to the Grant Agreement, or two hundred thousand (\$200,000.00), whichever is less.
- VII. SUBGRANTEE shall comply with each of the obligations of the "Cooperating Enterprise" as further defined and described in the Grant Agreement and shall be subject to the terms and conditions imposed upon the "Cooperating Enterprise" in the Grant Agreement. Upon SUBGRANTEE's noncompliance with any of the terms and conditions of this Agreement or the Grant Agreement, this Agreement may be cancelled, terminated, or suspended, in whole or in part, and SUBGRANTEE may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VIII. Neither SUBGRANTEE nor its employees are employees of WARREN COUNTY. The Parties acknowledge and agree that SUBGRANTEE is an independent contractor and not an agent, employee, partner, or joint venturer of WARREN COUNTY and that no employment relationship shall exist between WARREN COUNTY and SUBGRANTEE.
- IX. SUBGRANTEE shall obtain any necessary licenses, permits and/or inspections required to operate its business, the 2022 MDG and the MDG Project. SUBGRANTEE shall carry out and administer the 2022 MDG and the MDG Project activities set forth in the MDG Application in accordance with all federal, state, and local laws and regulations, and the terms of the Grant Documents.
- X. WARREN COUNTY shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of the 2022 MDG and this Agreement. SUBGRANTEE shall keep said books and records in a common file to facilitate audits and inspections. In the event of a special audit, SUBGRANTEE will be responsible for the actual cost of the audit. Said costs shall be determined by the Ohio EPA.
- XI. Notwithstanding the foregoing, WARREN COUNTY may, at any time after execution of this Agreement, terminate with or without cause, revise as necessary (in WARREN COUNTY's or the Ohio EPA's discretion), or extend the grant in whole or in part, upon written notification to SUBGRANTEE. In the event of such termination, SUBGRANTEE will be paid for approved expenditures incurred and for any noncancelable obligations

- properly incurred by SUBGRANTEE prior to SUBGRANTEE's receipt of notice of termination.
- XII. SUBGRANTEE reserves the right, at any time after execution of this Agreement, to terminate the grant, in whole or in part, upon written notification to WARREN COUNTY. In the event of such termination, SUBGRANTEE shall not incur any new obligations, except any costs incurred by WARREN COUNTY to terminate and refund any funds required to be refunded by Ohio EPA and shall make a good faith effort to cancel as many outstanding obligations as possible.
- XIII. All notices required under this Agreement shall be given or made when personally delivered or when delivered by a recognized overnight delivery service, addressed as follows:

If to WARREN COUNTY:

c/o Warren County Administrator 406 Justice Drive Lebanon, Ohio 45036

If to the SUBGRANTEE:

c/o Timothy E. DeHart, President 3677 Anthony Lane Franklin, Ohio 45005

- XIV. SUBGRANTEE shall indemnify, defend, protect and hold harmless WARREN COUNTY and its elected officials, employees, representatives, agents, and insurers (all of which, for purposes of this Agreement, are individually and collectively referred to as the "Indemnified Parties") from and against any and all losses, costs, expenses, claims, damages, suits, litigation, causes of action and liabilities (including, without limitation, reasonable attorneys' fees) which the Indemnified Parties may suffer or sustain or be liable for, in whole or in part by reason of: (i) any breach of the representations, warranties, covenants and undertakings of SUBGRANTEE in or pursuant to this Agreement; or (ii) any acts, conduct, errors, omissions or misrepresentations of or by SUBGRANTEE and/or its employees, agents, and/or its subcontractors arising out of or in any way connected with this Agreement. This indemnification shall survive the expiration or other termination of this Agreement for any reason, irrespective of insurance.
- XV. The term of this Agreement shall be for the period of time necessary to complete the Grant Agreement, provided the terms and provisions which by their intent and meaning would naturally survive, or which by their nature are incapable of being partially or fully performed or enforced prior to the expiration of termination of the Agreement shall survive the expiration or termination of the Agreement. During the term of this Agreement, SUBGRANTEE shall at all times purchase and maintain the insurance coverages listed below covering acts and/or omissions of SUBGRANTEE and/or its employees while performing services related to the Market Development Project and/or any other activities

related to this Agreement. All insurance purchased shall be placed and maintained with insurance companies rated at least equal to the AM Best's Rating of A-, financial size of VII, licensed to do business in Ohio, and, where commercially feasible, shall be admitted to do business in Ohio; shall include or otherwise be endorsed to include a provision requiring the giving of written notice to WARREN COUNTY at least thirty (30) days prior to the cancellation, non-renewal and/or material modification of any such policies as evidenced by return receipt of United States certified mail; notwithstanding the forgoing, notice by the SUBGRANTEE to WARREN COUNTY will satisfy this requirement. Such insurance coverage shall include no less than the following coverages and following limits, a) Commercial General Liability Insurance on an occurrence coverage basis, including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability, coverage as respects independent contractors, operating mobile equipment, and products and completed operations, \$3,000,000 Bodily Injury and Property Damage Limit for each occurrence, \$3,000,000 Products/Completed Operations Annual Aggregate, \$3,000,000 Personal and Advertising Injury Limit, and \$3,000,000 General Aggregate; b) Auto Liability Insurance for Owned, Non-owned and Hired Automobile Liability coverage minimum annual combined single limit, bodily injury and property damage \$3,000,000 each occurrence; such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the SUBGRANTEE; the coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage, to include without limitation, coverage respecting liability arising out of the transporting, loading or unloading of Hazardous Materials/Regulated Substances; c) Workers' Compensation Insurance Statutory Limits, and Employer's Liability \$1,000,000 Bodily Injury by accident, each accident, \$1,000,000 Bodily Injury by disease, each employee, \$1,000,000 Bodily Injury by disease, policy aggregate; and d) Property insurance on the personal property that was the subject of the Market Development Project and financed in part through the use of Match Funds, which insurance shall be on an all-risk (Special Causes of Loss) and replacement cost valuation basis (agreed amount for vehicles). The Commercial General Liability, Auto Liability and Employer's Liability limit requirements may be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

WARREN COUNTY shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any property used or owned by SUBGRANTEE or its subcontractor(s) under the Agreement. SUBGRANTEE shall not sublet or subcontract any part under the Agreement without assuming responsibility for requiring each of its subcontractors to purchase and maintain the same types of insurance with substantially the same terms, conditions, and limits of liability as required herein of SUBGRANTEE. The insurance coverage to be purchased and maintained by SUBGRANTEE as required herein shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by WARREN COUNTY which shall not contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

WARREN COUNTY and its elected officials, and employees shall be named as additional insureds on SUBGRANTEE's General Liability policy, Automobile policy, and any

Excess/Umbrella coverage or policy shall follow and attach above any such primary Commercial General Liability and Auto Liability policies. The extent of the additional insured's coverage shall be no less broad than that provided under ISO Form CG 20 26 (11/85) for Commercial General Liability (or a substitute form providing equivalent coverage, including the combination of CG 20 10 10/01 and CG 20 37 10/01) and ISO form CA 20 48 02/99 for Auto Liability. The additional insured coverage afforded under SUBGRANTEE's policies, shall include both ongoing operations (work in progress) and completed operations (completed work) and continue to exist until the expiration of three (3) years following the termination or expiration of the Agreement, and any extension(s) thereof. WARREN COUNTY shall have the right to periodically review SUBGRANTEE's insurance policies to confirm that such insurance coverage conforms to the requirements of this Agreement. Prior to SUBGRANTEE's initiation of work under this Agreement, SUBGRANTEE shall provide certificates of insurance documenting SUBGRANTEE's coverage under the insurance policies as required in this Agreement.

XVI. SUBGRANTEE represents to WARREN COUNTY that:

- A. It has available suitable land or property in or on which to operate and has obtained or is in the process of obtaining any necessary licenses, permits or inspections required by an agency of the federal government, the State or any applicable municipal corporation, county, or township; and
- B. SUBGRANTEE shall comply with any and all regular or special inspections administered by federal, state, and local agencies and maintain compliance with any and all directives given by health, safety, or fire officials from said agencies.
- XVII. SUBGRANTEE makes the following representations, warranties, promises and agreements that shall survive the term of this Agreement:
 - A. No equipment, good and services acquired by, or personal services contracts entered into by SUBGRANTEE, the cost of which are allowable and eligible for reimbursement under the Grant Agreement and this Agreement, will be used or result in: 1) the discharge of any product or by-product into a public sewer system; or, 2) be used for the operation, maintenance, repair, or replacement of SUBGRANTEE's existing wastewater treatment equipment and facilities; and,
 - B. At no time will SUBGRANTEE violate any federal, state, or local laws and regulations, including without limitation Ohio EPA regulations, and local building, zoning, and health department regulations; and,
 - At all times SUBGRANTEE shall be in good standing with the Ohio Secretary of State, and the Ohio EPA; and,
 - D. At all times SUBGRANTEE shall timely pay all real property taxes and assessments to WARREN COUNTY, and any other applicable taxes to the State and federal government; and,

- E. SUBGRANTEE hereby irrevocably waives any and all affirmative defenses that WARREN COUNTY's act as sponsor of the MDG Application, or as a party to the Grant Agreement, may in any way effect, prohibit, bar or estop WARREN COUNTY or the Ohio EPA from prosecuting criminal and/or seeking civil remedies against SUBGRANTEE, or its successor and assigns, for alleged violations of federal, state or local laws, including without limitation failure to timely comply with an Ohio EPA Notice of Violations, or a Notice of Violations of WARREN COUNTY's building, zoning, heath department or soil & water conservation regulations.
- XVIII. If any term of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the remaining terms shall not be affected thereby and shall remain in full force and effect. It is the intention of the Parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.
- XIX. This Agreement, including the exhibits hereto which are hereby incorporated by reference, constitutes the entire Agreement and understanding of the Parties hereto with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties dealing with such subject matter, whether written or oral. This Agreement may not be delegated, assigned, or transferred by either party.
- XX. This Agreement shall be binding upon and inure to the benefit of the Parties and their successor and assigns. No assignment shall be permitted unless agreed to in writing by all of the Parties and the Ohio EPA.
- XXI. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County [Ohio] Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state, or federal court. Should SUBGRANTEE breach this exclusive venue provision, the SUBGRANTEE shall pay the reasonable attorney's fees and court costs that the WARREN COUNTY incurs relating to such action having to be removed to the Warren County [Ohio] Court of Common Pleas, General Division.

IN EXECUTION WHEREOF, the SUBSUBGRANTEE has caused this Agreement to be executed on the date stated below by Timothy E. DeHart, its President, who is authorized to act on its behalf pursuant to a corporate Resolution, a copy of which is attached hereto.

SUBSUBGRANTEE:

AAA WASTEWATER SERVICES, INC.

By: Must Ja Jata Timothy E. DeHart, President Date: 1/28/2022
STATE OF Dhio, COUNTY OF Warren, ss:
BE IT REMEMBERED, that on the
LAURA K, LANDER NOTARY PUBLIC STATE OF OHIO Recorded In Warren County My Comm, Exp. 12/26/2022
IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has authorized and caused this Agreement to be executed by Tiffany Zindel, the Warren County Administrator, on the date stated below, pursuant to Resolution No. 22.0166, dated 2.1.22, a copy of which is attached hereto.
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS Approved as to Form:
2 1 Me Hour
By: Tiffany Zindel, Warren County Administrator Date: 2/-22 Bruce A. McGary Consistant Prosecutor
STATE OF OHIO, COUNTY OF WARREN, ss.
BE IT REMEMBERED, on this
KRYSTAL LYNN POWELL NOTARY PUBLIC • STATE OF OHIO Comm. No. 2021-RE-834386 My Commission Expires July 15, 2028 Notary Public: Kuydoo Zynn Powel

Resolution

Number <u>22-0167</u>

Adopted Date February 01, 2022

ENTER INTO CONTRACT WITH CDW GOVERNMENT FOR THE PURCHASE OF 1 HPE NIMBLE STORAGE UNIT

WHEREAS, pursuant to Resolution #21-1812 dated December 21, 2021, this Board approved a Notice of Intent to Award Bid for Purchase of 1 HPE Nimble Storage Unit to CDW Government, LLC, for a total bid price of \$140,743.43; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with CDW Government, LLC, 230 N. Milwaukee Avenue, Vernon Hills, Illinois 60061, for a total contract price of \$140,743.43; as attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP/

cc:

c/a—CDW Government, LLC

Telecom (file) OMB Bid file

PURCHASE AGREEMENT and AMENDMENT

This Purchase Agreement and Amendment (hereinafter "contract") is made and effective on the date last signed below between the Warren County Board of County Commissioners on behalf of Warren County Telecommunications Department (hereinafter "Warren County") whose address is 406 Justice Drive Lebanon, Ohio 45036, and CDW Government LLC. (hereinafter CDWG) whose address is 230 N. Milwaukee Ave., Vernon Hills, IL 60061.

Whereas, Warren County by request for proposals for an HPE Nimble Storage Unit has awarded a contract to CDWG for the purchase of hardware and supplies

Now, therefore, it is agreed as follows:

- 1.) CDWG will supply the hardware and supplies to Warren County for the price stated in the written quote # MMHJ654 attached below and hereby incorporated as if fully rewritten herein.
- 2.) The sale and purchase shall be governed by the attached terms and conditions, except the parties hereby agree to amend the terms and conditions as follows:
 - a. The contract shall be governed by the laws of the State of Ohio, the venue for any legal dispute shall exclusively be that of Warren County Common Pleas Court, in Lebanon, Ohio, any legal dispute shall be resolved by litigation unless the parties mutually agree upon mediation.
 - b. Warren County shall not be responsible for any sales, use, transaction, excise or similar taxes as it is exempt from such taxation.
 - c. Warren County shall have no duty to indemnify CDWG, rather each party to this contract 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 contract shall impute or transfer any such liability from one to the other.
 - d. Should there be any conflict between the attached terms and conditions and the amendments contained within this Paragraph 2, the amendments in Paragraph 2 of this contract shall control.
- 3.) Each party has the power and authority to enter into and perform this Contract and the person signing this contract on behalf of each party has been property authorized and empowered to enter into this contract.

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

In Execution Whereof, the parties hereto have executed this Purchase Agreement and Amendment by their duly authorized representative on the dates shown below, subject to the attached quote #MMHJ654 and the attached terms and conditions as amended above,

Board of County Commissioners	CDW Government LLC,
Of Warren County,	An
President / Vice-President	Authorized Signatory
	Anup Sreedharan, Manager-Program Management
2.1.22	1/26/2022
Date	Date
22.0167 Resolution No.	

Approved as to form,

Assistant Prosecuting Attorney

Justin Schwier, Supervisor-Proposals

QUOTE CONFIRMATION



DEAR DUSTIN FLINT,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
ммнј654	11/23/2021	NIMBLE CAPTURE 79737	6517577	\$140,743.43

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Nimble Storage Adaptive Flash HF40 Base Array - solid state / hard drlv	1	5103738	\$22,364.62	\$22,364.62
Mfg. Part#: Q8H39A				
UNSPSC: 43201802				
Contract: MARKET				
HPE Nimble Storage HF40/60 Hybrid 126TB FIQ HDD Bundle	1	5103719	\$31,893.75	\$31,893.75
Mfg. Part#: Q8B56B				
UNSPSC: 43201803				
Contract: MARKET				
<u> HPE Nimble Storage 2-port Adapter Kit – network adapter</u>	2	5103866	\$2,559.38	\$5,118.76
Mfg. Part#: Q8B8BB				
UNSPSC: 43201404				
Contract: MARKET				
HPE Nimble Storage NOS Default Software - license - 1 license	1	5102099	\$0.00	\$0.00
Mfg. Part#: Q8G27B				
UNSPSC: 43232907				
Electronic distribution - NO MEDIA				
Contract: MARKET				
HPE Nimble Storage C13 to C14 FIO Power Cord	2	5103870	\$0.00	\$0.00
Mfg. Part#: Q8J27A				
UNSPSC: 26121636				
Contract: MARKET				
HPE Nimble Storage Cache Bundle - solid state drive - 17.28 TB - 3 x 3840 G	1.	5383880	\$40,358.35	\$40,358.35
Mfg. Part#: R0P05A				
UNSPSC: 43201830				
Contract: MARKET				
HPE Nimble Storage AF/HF Array Standard Tracking	1	5676620	\$0.00	\$0.0
Mfg. Part#: R3P91A				
Contract: MARKET				
HPE Nimble Storage Foundation Care 4H Parts Exchange Support - extended ser	1	4898156	\$0.00	\$0.0
Mfg. Part#: HT6Z0A5				
UNSP5C: 81112301				
Electronic distribution - NO MEDIA				
Contract: MARKET				

QUOTE DETAILS (CONT.)				
HPE Nimble Storage Foundation Care 4H Parts Exchange Support - extended ser	1	5145119	\$11,851.45	\$11,851.45
Mfg. Part#: HT6Z0A5#ZFT				
UNSPSC: 81112301				
Flectronic distribution - NO MEDIA				
Contract: MARKET				
HPE Nimble Storage Foundation Care 4H Parts Exchange Support - extended ser	1	5383886	\$13,825.78	\$13,825.78
Mfg. Part#: HT6Z0A5#TDP				
UNSPSC: 81112301				
Electronic distribution - NO MEDIA				
Contract: MARKET				
HPE Nimble Storage Foundation Care 4H Parts Exchange Support - extended ser	2	5109412	\$1,341.71	\$2,683.42
Mfg. Part#: HT6Z0A5#ZET				
UNSPSC: 81112301				
Electronic distribution - NO MEDIA				
Contract: MARKET				
HPE Nimble Storage Foundation Care 4H Parts Exchange Support – extended ser	1	5109411	\$12,647.30	\$12,647.30
Mfg. Part#: HT6Z0A5#ZFG				
UNSPSC: 81112301				
Electronic distribution - NO MEDIA				
Contract: MARKET				

PURCHASER BILLING INFO	SUBTOTAL	\$140,743.43
Billing Address:	SHIPPING	\$0.00
WARREN CO TELECOM DEPT ACCTS PAYABLE	SALES TAX	\$0.00
500 JUSTICE DR LEBANON, OH 45036-2379 Phone: (513) 695-1319	GRAND TOTAL	\$140,743.43
Payment Terms: NET 30-VERBAL		
DELIVER TO Shipping Address: WARREN CO TELECOM DEPT DUSTIN FLINT 500 JUSTICE DR LEBANON, OH 45036-2379 Shipping Method: DROP SHIP-COMMON CARRIER	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need As	sistance? Cl	DW•G LLC SALES CONTACT I	NFORMATION	
Sean Bergquist	1	(877) 325-3701	I	seanb@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Appointment of Authorized Representative with Limited Signing Authority

In accordance with the authority delegated to the undersigned, Robert F. Kirby, President, CDW Government LLC ("Company"), the undersigned hereby delegates to Anup Sreedharan ("Authorized Representative") holding the title, Manager, Program Management ("Authorized Title"), of Company or its affiliate, the authority solely to review and execute certain Contract documents, subject to certain limitations, as set forth in the table below ("Restricted Authority").

Contract Types:	Agreements and purchase orders related to marketing.
select type of agreement	Nondisclosure and other forms of confidentiality agreements and non-binding letters of
(one or more may apply)	intent in connection with potential M&A opportunities.
	Non-disclosure and other forms of confidentiality agreements with customers and
Į.	partners.
	Agreements with customers to provide IT products and professional services (to the
	extent such services are authorized by the undersigned), and all such accompanying
•	forms (attestations and disclosures) that are generally required to form a complete
	contract including memorandums of understanding, and subcontracts with partners on
	the Agreements described above, but excluding software beta test and early adoptee
	agreements, and any agreements out of the ordinary course of Company's business.
	Bids & Proposals to provide IT products and professional services, (to the extent such
	services are authorized by the undersigned), and all such accompanying forms
	(attestations and disclosures) that are generally required to form a complete offer for
1	contract package, but excluding software beta test and early adoptee offers, and any
	offer out of the ordinary course of Company's business.
	SOWs and Change Orders with customers to provide IT professional services (to the
	extent such services are authorized by the undersigned), but excluding software beta
	test and early adoptee contracts, and any contracts out of the ordinary course of
	Company's business. Agreements with partners to purchase IT products and professional services (to the
	Agreements with partners to purchase IT products and professional services (to the extent such services are authorized by the undersigned), but excluding software beta
	test and early adoptee agreements, and any agreements out of the ordinary course of
i	Company's business.
	Agreements, including but not limited to, Participation Agreements and Teaming
	Agreements with Partners/Vendors to provide IT products and professional services to
· ·	customers (to the extent such services are authorized by the undersigned), but
	excluding agreements for software beta test and early adoptee agreements, and any
	agreements out of the ordinary course of Company's business.
	SOWs with Partners/Vendors to provide IT professional services to Customers (to the
	extent such services are authorized by the undersigned), but excluding agreements for
	software beta test and early adoptee agreements, and any agreements out of the
	ordinary course of Company's business.
Check other:	Click to fill in description
Territorial Limit	U.S. Only
Not to Exceed Dollar	Up to \$5,000,0002 (This is total value, not annual value, of a contract.)
Value Limit	
Not to Exceed Contract	Up to three (3) year(s)
Duration for Services	
December Annuaries	Compliance with Company Legal Department mandated contract review process.
Required Approvals and Other Conditions	• Compliance with Company policies.
and Other Conditions	Capital expenditures approval, if applicable.
	General Counsel review if Contract is with any principal stockholder, director or
	officer (or immediate family member) of a CDW company.
	Treasurer review of any grant of a security interest or lien.
	Legal approval of any contract with a foreign entity.
	• Delegation in the Agiloft tool as backup for you while out must only be provided to an
	individual coworker with the same title and level of signing authority as you, or your
	manager.

[Signature Page Follows]

Authorized Representative shall use the following signature block, or one that indicates in a substantially similar manner that the Authorized Representative is authorized when executing Contracts on behalf of Company:

CDW Government LLC

By: Anup Sreedharan, its Authorized Representative

This appointment is effective on the date specified below and shall remain in effect until the earliest of: (a) the date, December 31, 2023, when this Restricted Authority expires; (b) the date when the Authorized Representative no longer holds the Authorized Title; or (c) the date when the Restricted Authority is terminated by the undersigned. Authorized Representative may not assign or delegate the Restricted Authority to any other person.

Effective Date January 1, 2021:		
Robert F. Kirby President		
CDW Government LLC		
	Janell Nell In (Dec 2Y, 2020 08:28 CST)	
Received and Approved by Corporate Paralegal:	Janell Nelsen	
	soff.	
Received and Approved by the Corporate Secretary's Office:	Mary Jo Georgen	

Terms and Conditions > Sales and Service Projects

TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title: Risk of Loss

if Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its

Affiliates, and Its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate Insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth In the applicable Statement of Work, If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller, Invoices are due and payable within the time period specified on the involce, measured from the date of invoice, subject to continuing credit approval by Seller, Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and onehalf percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, If payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Sellar to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time

but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affillates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to Indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFICIATES OR ITS UR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE Foreseeable, in each case, whether a claim for any such liability is premised UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LUSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFICIATES BASED ON, RESULTING FROM, ARISING OUT OF OR UT HERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (U) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSDEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's Internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to

use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, fallure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those Individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any Judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: Return Policy. Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of

Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an installation Indemnity Agreement, a form of which is provided at if in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an installation indemnity Agreement, a form of which is provided at https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED. EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in prearbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinols. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "Process," "Processed," or "Processing") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("Personal Data"), including without limitation any information that qualifies as "personal Information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("Privacy Laws"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) If Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Selier shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Selier's Processing and the Personal Data available to Selier. Selier shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Selier for out of pocket expenses in connection with such assistance. Such expenses will be involced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("EEA") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's Instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Selier shall promptly notify Customer in the event Selier discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("Security Breach"). Selier shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule

or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed walved, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent Jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or fallure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 12-27-2019

Related Links

- Site Use
- Privacy Policy
- Product Recalls
- Site Accessibility
- Site Map

WE GET GETTING RESULTS

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

What We Solve Research Hub Products

My Account Quick Order Status aboutus

Why CDW About Us Careers

Diversity and Inclusion

£SG

Investor Relations
International Solutions

Locations Newsroom & Media Suppliers HOW CAN WE HELP

Customer Support / FAQs eProcurement e-Waste Recycling Leasing Services Product Recalls Product Finders SiteMap

Privacy Notice

Cookie Notice

Terms and Conditions

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Resolution

Number_22-0168

Adopted Date February 01, 2022

ENTER INTO CONTRACT WITH CDW GOVERNMENT FOR THE PURCHASE OF CISCO NETWORK EQUIPMENT

WHEREAS, pursuant to Resolution #21-1811 dated December 21, 2021, this Board approved a Notice of Intent to Award Bid for Purchase of Cisco Network Equipment to CDW Government, LLC, for a total bid price of \$71,995.64; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with CDW Government, LLC, 230 N. Milwaukee Avenue, Vernon Hills, Illinois 60061, for a total contract price of \$71,995.64; as attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Гina Osborne, Clerk

KP/

cc:

c/a—CDW Government, LLC

Telecom (file) OMB Bid file

PURCHASE AGREEMENT and AMENDMENT

This Purchase Agreement and Amendment (hereinafter "contract") is made and effective on the date last signed below between the Warren County Board of County Commissioners on behalf of Warren County Telecommunications Department (hereinafter "Warren County") whose address is 406 Justice Drive Lebanon, Ohio 45036, and CDW Government LLC. (hereinafter CDWG) whose address is 230 N. Milwaukee Ave., Vernon Hills, IL 60061.

Whereas, Warren County by request for proposals for Cisco Network Equipment has awarded a contract to CDWG for the purchase of hardware and supplies

Now, therefore, it is agreed as follows:

- 1.) CDWG will supply the hardware and supplies to Warren County for the price stated in the written quote # MMJV233 attached below and hereby incorporated as if fully rewritten herein.
- 2.) The sale and purchase shall be governed by the attached terms and conditions, except the parties hereby agree to amend the terms and conditions as follows:
 - a. The contract shall be governed by the laws of the State of Ohio, the venue for any legal dispute shall exclusively be that of Warren County Common Pleas Court, in Lebanon, Ohio, any legal dispute shall be resolved by litigation unless the parties mutually agree upon mediation.
 - b. Warren County shall not be responsible for any sales, use, transaction, excise or similar taxes as it is exempt from such taxation.
 - c. Warren County shall have no duty to indemnify CDWG, rather each party to this contract 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 contract shall impute or transfer any such liability from one to the other.
 - d. Should there be any conflict between the attached terms and conditions and the amendments contained within this Paragraph 2, the amendments in Paragraph 2 of this contract shall control.
- 3.) Each party has the power and authority to enter into and perform this Contract and the person signing this contract on behalf of each party has been property authorized and empowered to enter into this contract.

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

In Execution Whereof, the parties hereto have executed this Purchase Agreement and Amendment by their duly authorized representative on the dates shown below, subject to the attached quote #MMJV233 and the attached terms and conditions as amended above,

Board of County Commissioners Of Warren County, President Vice-President	Authorized Signatory Anup Sreedharan, Manager-Program Management
2 · / · 22 Date	1/26/2022 Date
22 - 0/08 Resolution No.	
Approved as to form,	

Adam M. Nice

Assistant Prosecuting Attorney

Justin Shwier, Supervisor-Proposals

QUOTE CONFIRMATION



DEAR DUSTIN FLINT,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
ММЈV233	11/26/2021	CISCO UCS CAPTURE 79739	6517577	\$71,995.64

	79739		
<u></u>			
	والمراز	environment of the second	, , , , , , , , , , , , , , , , , , ,
IMPORTANT - PLEASE READ			
Special Instructions: TAX:MULTIPLE TAX JURISDICTI TAX: CONTACT CDW FOR TAX DETAILS	IONS APPLY		

QUOTE DÉTAILS				
THEM	QTY	CDW#	UNIT PRICE	EXT. PRÍCE
CISCO DIRECT N9K-C93180YC-FX3	2	6462067	\$10,220.12	\$20,440.24
Mfg. Part#: N9K-C93180YC-FX3				
TAX: LEBANON, OH .0000% \$.00				
Contract: MARKET				
CISCO DIRECT NXK-MEM-16GB	2	5928237	\$410.14	\$820.28
Mfg. Part#: NXK-MEM-16GB				
TAX: LEBANON, OH .0000% \$.00				
Contract: MARKET				
Cisco 40GBASE-CR4 Passive Copper Cable - direct attach cable - 10 ft - oran	8	3252645	\$128,15	\$1,025.20
Mfg. Part#: QSFP-H40G-CU3M				
UNSPSC: 26121609				
TAX: LEBANON, OH .0000% \$.00				
Contract: MARKET				
Cisco UCS 6454 Fabric Interconnect (Not sold standalone) - switch - 54 port	2	5348070	\$9,886.32	\$19,772.64
Mfg. Part#: UCS-SP-FI6454				
UNSPSC: 43222612				
TAX: LEBANON, OH .0000% \$.00				
Contract: MARKET				
CIS DIR SN CON-SNTP-N9KC93X3	2	6461914	\$6,492.34	\$12,984.68
Mfg. Part#: CON-SNTP-N9KC93X3				
24x7x4				
60 month Electronic distribution - NO MEDIA				
TAX: LEBANON, OH .0000% \$.00				
Contract: MARKET				
Cisco Smart Net Total Care - extended service agreement - on-site	2	5684089	\$8,476.30	\$16,952.60
Mfg. Part#: CON-OSP-SPFI6454				
UNSPSC: 81111811				
24x7x4 36 month				

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA TAX: LEBANON, OH .0000% \$.00 Contract: MARKET

PURCHASER BILLING INFO	SUBTOTAL \$71,995.	.64
Billing Address:	SHIPPING \$0.	,00
WARREN CO TELECOM DEPT ACCTS PAYABLE 500 JUSTICE DR LEBANON, OH 45036-2379 Phone: (513) 695-1319 Payment Terms: NET 30-VERBAL	SALES TAX \$0.	.00
	GRAND TOTAL \$71,995.	.64
DELIVER TO	Please remit payments to:	
Shipping Address: WARREN CO TELECOM DEPT 500 JUSTICE DR LEBANON, OH 45036-2379 Shipping Method: DROP SHIP-GROUND	CDW Government 75 Remittance Drive Sulte 1515 Chicago, IL 60675-1515	

Need Assistance? CDW+G.LLC SALES CONTACT INFORMATION



Sean Bergquist

(877) 325-3701

- 1

seanb@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, 11, 60061 | 800.808.4239

Appointment of Authorized Representative with Limited Signing Authority

In accordance with the authority delegated to the undersigned, Robert F. Kirby, President, CDW Government LLC ("Company"), the undersigned hereby delegates to Anup Sreedharan ("Authorized Representative") holding the title, Manager, Program Management ("Authorized Title"), of Company or its affiliate, the authority solely to review and execute certain Contract documents, subject to certain limitations, as set forth in the table below ("Restricted Authority").

Contract Types:	Agreements and purchase orders related to marketing.
select type of agreement	Nondisclosure and other forms of confidentiality agreements and non-binding letters of
(one or more may apply)	intent in connection with potential M&A opportunities.
	Non-disclosure and other forms of confidentiality agreements with customers and
	partners.
	Agreements with customers to provide IT products and professional services (to the
	extent such services are authorized by the undersigned), and all such accompanying
	forms (attestations and disclosures) that are generally required to form a complete
	contract including memorandums of understanding, and subcontracts with partners on
	the Agreements described above, but excluding software beta test and early adoptee
	agreements, and any agreements out of the ordinary course of Company's business.
	Bids & Proposals to provide IT products and professional services, (to the extent such
	services are authorized by the undersigned), and all such accompanying forms
	(attestations and disclosures) that are generally required to form a complete offer for
	contract package, but excluding software beta test and early adoptee offers, and any
	offer out of the ordinary course of Company's business.
	SOWs and Change Orders with customers to provide IT professional services (to the
	extent such services are authorized by the undersigned), but excluding software beta
	test and early adoptee contracts, and any contracts out of the ordinary course of
	Company's business.
	Agreements with partners to purchase IT products and professional services (to the
	extent such services are authorized by the undersigned), but excluding software beta
	test and early adoptee agreements, and any agreements out of the ordinary course of
	Company's business.
	Agreements, including but not limited to, Participation Agreements and Teaming
	Agreements with Partners/Vendors to provide IT products and professional services to
	customers (to the extent such services are authorized by the undersigned), but
!	excluding agreements for software beta test and early adoptee agreements, and any
	agreements out of the ordinary course of Company's business.
	SOWs with Partners/Vendors to provide IT professional services to Customers (to the
	extent such services are authorized by the undersigned), but excluding agreements for
	software beta test and early adoptee agreements, and any agreements out of the
	ordinary course of Company's business.
Check other:	Click to fill in description
Territorial Limit	U.S. Only
Not to Exceed Dollar	Up to \$5,000,000. (This is total value, not annual value, of a contract.)
Value Limit	
Not to Exceed Contract	Up to three (3) year(s)
Duration for Services	oh so amaa (a) lam(a)
	Q II II C
Required Approvals	Compliance with Company Legal Department mandated contract review process. Compliance with Company policies.
and Other Conditions	Compliance with Company policies. Charles and the second se
	 Capital expenditures approval, if applicable. General Counsel review if Contract is with any principal stockholder, director or
	General Counsel review if Contract is with any principal stockholder, director of officer (or immediate family member) of a CDW company.
	my the second of a government of a government of the second of the secon
1	T 1 1 Common at weith a farcion antity
	The state of the state of an incident for you while out must only be provided to an
	• Delegation in the Agnost tool as backup for you will but must only be provided to an individual coworker with the same title and level of signing authority as you, or your
l	manager.

Authorized Representative shall use the following signature block, or one that indicates in a substantially similar manner that the Authorized Representative is authorized when executing Contracts on behalf of Company:

CDW Government LLC

By: Anup Sreedharan, its Authorized Representative

This appointment is effective on the date specified below and shall remain in effect until the earliest of: (a) the date, December 31, 2023, when this Restricted Authority expires; (b) the date when the Authorized Representative no longer holds the Authorized Title; or (c) the date when the Restricted Authority is terminated by the undersigned. Authorized Representative may not assign or delegate the Restricted Authority to any other person.

Effective Date January 1, 2021:		
Robert F. Kirby President CDW Government LLC		
Received and Approved by Corporate Paralegal:	Janell Nelsen	-
	My	
Received and Approved by the Corporate Secretary's Office:	Mary Jo Georgen	_

Terms and Conditions > Sales and Service Projects

TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; Individual consumers may withdraw consent to receiving electronic records or have the record provided in nonelectronic form by contacting Seller. In addition, Internet connectivity requires access services from an internet access provider, Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its

Affillates, and its and their subcontractors the right or license to access, use and modify ali data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise Jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to Indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seiler's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as involced by Seller. Involces are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may Issue an Invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and onehalf percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will Indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. in addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

if this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time

but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to Indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner, Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, fallure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavallability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHS LANDING THE FAILURE OF ESSENTIAL FURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, HS AFFILIATES URITS OR THEIR SUPPLIERS, SUBCUNTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LUSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN AUVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE Foreseeable, in each case, whether a claim for any such liability is premised upon breach of contract, warranty, negligence, strict liability or other THEORY OF LIABILITY; [B] ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LUSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER urits afficiates based on, resulting from, arising out of or diherwise related TO THE PRODUCTS OR SERVICES; OR (U) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OK ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFICIATES FUR DAMAGES FROM ANY CAUSE WHATSUEVER WILL NOT EXCEED THE LESSER OF: (A) THE DULLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Seilers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to

use the Work Product containing Third Party intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include Information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (I) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: Return Policy. Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of

Work. In such event Customer will also pay Seiler for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide Installation of custom software images, Customer will be required to execute an installation indemnity Agreement, a form of which is provided at if in connection with the provision of Products or Services, Customer desires to have Seller provide Installation of custom software images, Customer will be required to execute an installation Indemnity Agreement, a form of which is provided at https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, Intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (Including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION, If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in prearbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having Jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "Process," "Processed," or "Processing") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("Personal Data"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("Privacy Laws"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Selier shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affillates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("EEA") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("Security Breach"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Selier and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent Jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if malled postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

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Version Date: 12-27-2019

Related Links

- Site Use
- Privacy Policy Product Recalls
- Site Accessibility
- Site Map

WE GET GETTING RESULTS

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

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ESG

Diversity and Inclusion

Investor Relations International Solutions

Locations Newsroom & Media

Suppliers

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Number 22-0169

Adopted Date February 01, 2022

AUTHORIZE THE DISPOSAL OF WARREN COUNTY TELECOMMUNICATIONS EQUIPMENT

WHEREAS, the Warren County Telecommunications Department has Cellular and Radio Repeater Equipment located at the former Sheriff's Office and Jail location; and

WHEREAS, said equipment provided extended coverage from the Public Safety Radio System into the former Sheriff's Office and Jail and is no longer in use or functional and is indicated on the Asset Summary as #7419 Cell & Radio Repeater and pictured on the attached sheet; and

WHEREAS, Warren County Telecommunications has deemed this equipment unusable and considered obsolete with no value in removal for sale and further removal effort would exceed current value of said equipment; and

NOW THEREFORE BE IT RESOLVED, to authorize the disposal of the above listed property

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

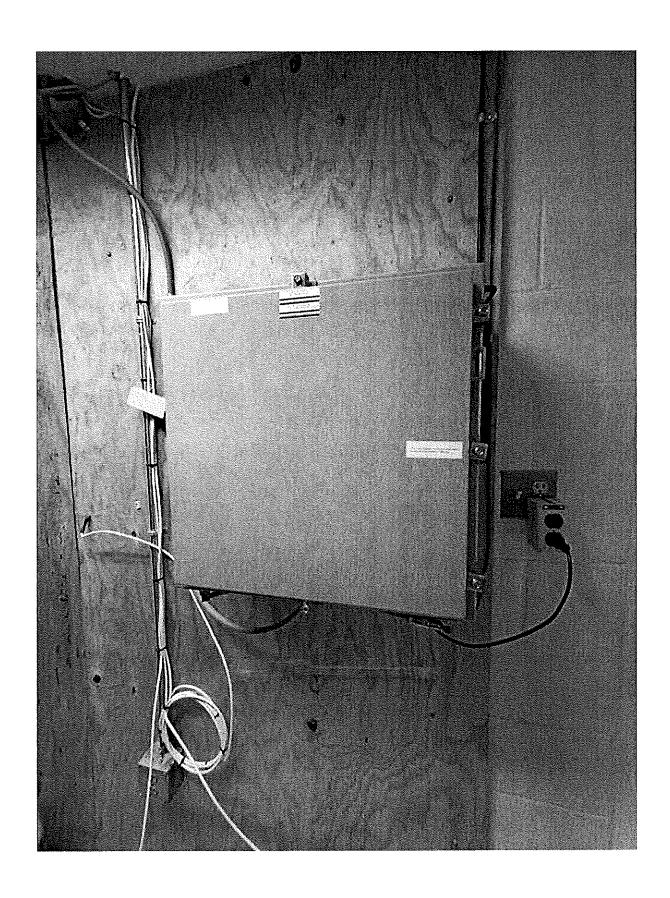
Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Telecom (file)

Auditor - B. Quillen



7/19/21 10:21:08 GENERAL GOVERNMENT

WARREN COUNTY, OH ASSET SUMMARY LISTING - 0

PUBLIC SAFETY

COMMUNICATION (TELECOMM.)

FURNITURE, FIXTURES, & EQUIPMENT

	DESCRIPTION		LOCATION	ACQU DATE	POST PER.	ORIGINAL VALUE
	470 RADIO SYSTEM		HATFIELD TOWER MANCHESTER TOWER ECC FOR JAIL & SHERIFF'S OFFICE TOWER SITES MASTER SITE MARCS TIE IN-CBUS SIMULCAST PRIME SITE REMOTE SITE SNIDER REMOTE SITE SNIDER REMOTE SITE BLACKHAWK REMOTE SITE BLACKHAWK REMOTE SITE BLACKHAWK REMOTE SITE BLACKHAWK REMOTE SITE MANCHESTER REMOTE SITE HATFIELD			
4697	CUANNET BANK FOITOMENT		01 ZOAR TOWER	11-13-2000	2000	95600.08
6577	OHANTAR TRANSCETVER	448CFK0083		07-13-2005	2005	13303.00
6578	OHANTAR TRANSCEIVER	448CFK0077		07-13-2005	2005	13303.00
6579	OUANTAR TRANSCEIVER	448CFK0078	••	07-13-2005	2005	13303.00
6580	OUANTAR TRANSCEIVER	448CFK0079		07-13-2005	2005	13303.00
6581	OUANTAR TRANSCEIVER	448CFK0080		07-13-2005	2005	13303.00
6582	QUANTAR BASE STATION	448CFK0081		07-13-2005	2005	11486.00
6583	QUANTAR BASE STATION	448CFK0082		07-13-2005	2005	11486.00
7357	GPS CLOCK HATFIELD		HATFIELD TOWER	04-12-2011	2011	18019.00
7358	GPS CLOCK MANCHESTER		MANCHESTER TOWER	04-12-2011	2011	18019.00
.) 7368	SPECTRUM ANALYZERS TEST EQUIP		EOC	12-31-2011	2011	16496.70
- ×5 7419	CELL & RADIO REPEATER	SHERIFF OFFICE &JAIL	FOR JAIL & SHERIFF'S OFFICE	08-21-2012	2012	19997.45
7420	GPS CLOCK	1869	TOWER SITES	02-24-2012	2012	18019.00
7421	GPS CLOCK	1870	TOWER SITES	02-24-2012	2012	18019.00
7422	GPS CLOCK	1871	TOWER SITES	02-24-2012	Z012	18019.00 18019.00
7423	GPS CLOCK	1872	TOWER SITES	02-24-2012 02-24-2012	2012	18019.00
7424	GPS CLOCK	1873	TOWER SITES	02-24-2014	2012	17110.00
7540	GPS CLOCK	002020		05-25-2013	2013	17110.00
7541	GPS CLOCK	TOZOZI	MACTED CITE MADES TIP IN-CRIS	12-31-2015	2015	178123.00
7133	PUBLIC SATETI IF RADIO SILEM	CHITCH I AND HAND COULD	MACTED CITE MADES TIE IN-CRUS	12-31-2015	2015	21267.00
7730	EGDIC SEETL IS SULT STIEM	ATARM MONTTOPTHE FOR	MASTER SITE MARCS TIE IN-CRUS	12-31-2015	2015	23802.00
7738	DUBLIC SAFETI IE KADIO SIIM	OTHER EQUIPMENT	MASTER SITE MARCS TIE IN-CBUS	12-31-2015	2015	3440.00
7739	PUBLIC SAFETY ID RADIO SYTEM	SYS MGMT/ALARM TERM	MASTER STIE MARCS TIE IN-CBUS	12-31-2015	2015	15552.00
7740	PUBLIC SAFETY TO RADIO SYTEM	SERVICES	MASTER SITE MARCS TIE IN-CBUS	12-31-2015	2015	674227.00
7743	PUBLIC SAFETY IP RADIO SYTEM	TRUNKING CONTROLLER	SIMULCAST PRIME SITE	12-31-2015	2015	111670.00
7742	PUBLIC SAFETY IP RADIO SYTEM	LAN, WAN EQUIPMENT	SIMULCAST PRIME SITE	12-31-2015	2015	23040.00
7743	PUBLIC SAFETY IP RADIO SYTEM	RECEIVER VOTING	SIMULCAST PRIME SITE	12-31-2015	2015	173288.00
7744	PUBLIC SAFETY IP RADIO SYTEM	SUBSYS ALARM MON EQU	SIMULCAST PRIME SITE	12-31-2015	2015	7460.00
7745	PUBLIC SAFETY IP RADIO SYTEM	SERVICES	SIMULCAST PRIME SITE	12-31-2015	2015	181732.00
7746	PUBLIC SAFETY IP RADIO SYTEM	LAN, WAN EQUIPMENT	REMOTE SITE SNIDER	12-31-2015	2015	11520.00
7747	PUBLIC SAFETY IP RADIO SYTEM	BASE STATIONS	REMOTE SITE SNIDER	12-31-2015	2015	360629.00
7748	PUBLIC SAFETY IP RADIO SYTEM	ALARM MONITOR EQUIP	REMOTE SITE SNIDER	12-31-2015	2015	7287.00
7749	PUBLIC SAFETY IP RADIO SYTEM	SERVICES	REMOTE SITE SNIDER	12-31-2015	2015	69398.00
7750	PUBLIC SAFETY IP RADIO SYTEM	LAN, WAN EQUIP	REMOTE SITE BLACKHAWK	12-31-2015	2015	11520.00
7751	PUBLIC SAFETY IP RADIO SYTEM	BASE STATIONS	REMOTE SITE BLACKHAWK	12-31-2015	2015	360629.00
7752	PUBLIC SAFETY IP RADIO SYTEM	ALARM MONITOR EQUIP	REMOTE SITE BLACKHAWK	12-31-2015	2012	7287.00
7753	PUBLIC SAFETY IP RADIO SYTEM	SERVICES	REMOTE SITE BLACKHAWK	12-31-2013	201E	64858.00 11520.00
7754	PUBLIC SAFETY IP RADIO SYTEM	LAN, WAN EQUIP	REMOTE SITE MANCHESTER	12-31-2012	2015	360629.00
7755	PUBLIC SAFETY IP RADIO SYTEM	BASE STATIONS	REMOTE SITE MANCHESTER	12-31-2013	2015	7287.00
7/56	PUBLIC SAFETY IP RADIO SYTEM	ALAKM MONITOR EQUIP	DEMOAE SIEE MYNCHESIEV	12-31-2013	2015	69558.00
7137	BUDGIO CAPETY IN MADIO SYTEM	INN MAN BOULD	DEMOTE SITE HAWCHESTER	12-31-2013	2015	11520.00
7750	DUBITO SYSTEM IS WANTO STIEM	BACE CASALOR	PEMOTE SITE HATFIELD	12-31-2015	2015	360629.00
7750	DURITO SUBSTITUTE CUPTO SITURE	ALYM WUNTLUR EULLD	REMOTE SITE HATFIELD	12-31-2015	2015	7287.00
וארר	PUBLIC SAFETY TO BANTO SYPEM	SERVICES	REMOTE SITE HATFIELD	12-31-2015	2015	68079.00
7762	PUBLIC SAFETY IP RADIO SYTEM	LAN. WAN EOUTP	REMOTE SITE ZOAR	12-31-2015	2015	11520.00
,,,,,						0.

Number <u>22-0170</u>

Adopted Date February 01, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT #1 Q-59629 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 Q-59629; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report #1 Q-59629 as attached hereto and made a part hereof.

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)

Telecom (file





TECHNOLOGIES

Warren County, OH Sales Order Q-59629 Task Completion Report #1

Effective Date: 10/5/2021

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 RMS Data Cleanup [2002][922]

Completion of Project Deliverables:

The following Project Deliverable(s) have been completed:

CentralSquare technical service engineer reviewed client's expunge table and link up with about 3,000 records in active RMS database. The TSE will run the RMS Classic expungement on the names. Refer to Salesforce case 1705434. The work was completed on 10/5/2021.

Acknowledgement:

The Client acknowledges their approval of the project deliverables listed. Upon receipt of this fully executed Document, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
Project Management fixed fee	\$390.00
Technical Services fixed fee	1,560.00
Total	\$1,950.00

The Client is responsible to approve this Task Completion Report within 5 business days, or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign and return this document to CentralSquare.

Approvals

Client Project

Print Name:

Manager

Signature:

CentralSquare Project Manager

Print Name: William M. McClamroch

Willia apple Clamoh

Date: 12/8/2021

Number <u>22-0171</u>

Adopted Date February 01, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT #120 6395 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 #120 6395; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report #120 6395 as attached hereto and made a part hereof.

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file

TECHNOLOGIES

Warren County, OH Sales Order Number 6395 Task Completion Report # 120

Effective Date: 04/01/2021

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.

Client acknowledges the completion of the following Project deliverable(s):

1. Completion of Go Live Data Conversion

Data Conversion started with extraction of data by the client in August 2020 and continued with the conversion process through the start of Go Live on Tuesday, September 1, 2020. All contracted modules were converted, and data was reviewed by the client.

2. Post Go Live Data Conversion Changes

After Go Live, eleven issues were uncovered that needed correction. These items have been fixed as noted below and loaded into the Warren County Test and Production systems.

The client acknowledges these changes were made at their request, and the changes have been thoroughly reviewed in the Test system and moved into Production.

As these fixes have been moved into production, no further changes can be made. This closes the Data Conversion task.

Jail & TIPS

- a) Leading and trailing spaces removed from names in converted Jail data.
- b) Missing mug shots added to converted Jail data.

RMS

- c) Evidence data cleanup performed 1/4/2021 in Production environment. Purged evidence data before 9/1/2020 except for City of Mason and other items specified by Client's 11/24/20 worksheet.
- d) Added business names to both mastername and incidents from new client data.
- e) Corrected warrant narrative formatting to correct invalid data.
- f) Where partial Incident Narratives were truncated to 1,000 characters in Client's source data a second narrative was added with all characters.

- g) Incidents with missing people (victims, suspects, etc.) in Client data corrected with new Client data.
- h) Correct mastername entry type values of NULL from source data to 'PERSON'
- i) Re-link warrant names to appropriate warrant to correct invalid source data.
- j) Re-link alerts to correct warrant name to correct invalid source data.
- k) Update warrant disposition in classic to match values in web.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 5 business days or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign and return this document to CentralSquare

	Approvals	
Client Project Manager	Print Name: Ton Grossmann	
	Signature Jan Munn	Date: 2./-22
CentralSquare Project Manager	Print Name: William M. McClamroch	
	Signature: hill Spof Cloude	Date: /2/8/2/

Number <u>22-0172</u>

Adopted Date February 01, 2022

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH LEBANON CORRECTIONAL INSTITUTION

BE IT RESOLVED, to approve and authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the Local Support Agency Memorandum of Understanding with Lebanon Correctional Institution; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Fina Osborne, Clerk

cc: C/A—Lebanon Correctional Institution Emergency Services (file)



Mike DeWine, Governor
Annette Chambers-Smith, Director

Local Support Agency Memorandum of Understanding With Lebanon Correctional Institution (LeCI)

Date: 2./.22

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The purpose of this Memorandum of Understanding is to identify resources that can be made available by the <u>Warren County Department of Emergency Services</u> to the <u>Lebanon Correctional Institution</u> to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident, However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.

NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at 513-695-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
- a. The nature of the Critical Incident.
- b. The assistance needed (type, kind, quantity and time to report).



Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor Annette Chambers-Smith, Director

- c. The location to which they are to respond.
- d. The person to whom they are to report to upon arrival.
- e. A contact name and number.
- C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Lebanon Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Lebanon Correctional Institution at 513-932-1211 and request for the Shift Commander in charge.
- B. Provide:
- a. The nature of the Critical Incident.
- b. The assistance needed (type, kind, quantity and time to report).
- c. The location to which they are to respond.
- d. The person to whom they are to report to upon arrival.
- e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

- A. The Personnel Resource response by the agency to the prison is as follows:
 - 1. Director of Emergency Services
 - 2. Emergency Management Operations Manager
 - 3. LEPC Coordinator
 - 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Command
- B. The Equipment Resource response by the agency to the prison is as follows:
 - 1. 800 MHZ Radios which include the Marcs and Warren County Systems



Ohio Department of Rehabilitation & Correction

Mike DeWine, Governor Annette Chambers-Smith, Director

- 2. Cellular Telephones
- C. The Support Services capabilities of the agency to the prison is as follows:
 - 1. Acquisition Resources
 - 2. On Scene Resource Coordination
 - 3. Communication Coordination with Responders
 - 4. Search & Rescue Coordination
 - 5. Activation of County Emergency Operation Center
 - 6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources
- D. The agency utilizes the following radio frequencies:

Warren County operates on the Ohio MARCS system.

The Lebanon Correctional Institution resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

- A. The Support Services capabilities of Lebanon Correctional to Warren County is as follows:
 - 1. Lebanon Correctional Institution is able to provide additional manpower by providing level 1 security inmates to assist with debris cleanup as the result of a natural disaster.
 - 2. In the need of an emergency evacuation of the Warren County Jail Lebanon Correctional Institution is able to provide up to seven (7) twelve (12) passenger transportation vans.

IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security—and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support



Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor Annette Chambers-Smith, Director

Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. In order to maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

V. Annual Review of the Memorandum of Understanding

The Lebanon Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and employees shall not be liable to ODRC, its' employees, agents or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

Warren County Commissioner

Date

APPROVED AS TO FORM

Keith W. Anderson Asst. Prosecuting Attorney

(1 sorden hell

Number <u>22-0173</u>

Adopted Date February 01, 2022

APPROVE AMENDMENT OF THE AGREEMENT BETWEEN EASTER SEALS TRISTATE, LLC AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, Resolution Number 19-0925 approved and entered into a Service Agreement with the Easter Seals Tristate, LLC, Inc to provide Workforce Innovation and Opportunity Act (WIOA) Youth Service Agreement Services for the Area 12 Workforce Development Board; and

WHEREAS, Resolution Number 21-1086 approved the extension of the contract between the Board of County Commissioners and Easter Seals Tristate, LLC from July1, 2021 through June 30, 2022; and

WHEREAS, The Warren County Board of Commissioners and Easterseals Tristate, LLC mutually desire to amend the contract to include the Pre-Apprenticeship Grant as outlined in Attachment A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the amendment to the contract which includes the Pre-Apprenticeship grant, copy of said amendment is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a – Easterseals LLC Area 12 WIB (file)

Amendment #1:



Workforce Investment Board | Butler • Clermont • Warren WIOA Youth Purchase of Service Contract

The approved and entered into WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2021 and amended on November 23, 2021 was entered into by and between the Workforce Investment Board of Butler, Clermont and Warren Counties/Ohio Area 12 WDB (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent and Easter Seals Tristate LLC, (hereinafter "Provider"), with its main office located at 2901 Gilbert Avenue, Cincinnati, Ohio 45206, for the purchase of Workforce Investment WIOA Youth Services identified under Exhibit I, Services To Be Purchased, is hereby modified as the Amendment #1.

All parties agree to the modified/amended as follows:

1. TERM / CONTRACT AMOUNT

Provider was named as a sub-recipient of the Ohio Department of Job and Family Services (ODJFS) Placement Strategies Initiative for Pre-Apprenticeship Hubs grant issued by Office of Workforce Development (OWD) ApprenticeOhio awarded on July 27, 2021, to the WIBBCW in the amount of \$466,880.00 and ending on June 30, 2023. Provider, as sub-recipient, is responsible for program implementation, enrollment into RAP's and identification and supervision of vendors. Sub-recipient will oversee \$420,200.00 of the grant.

2. SCOPE OF SERVICE

By: Keith Anderson, Asst. Prosecutor

Subject to terms and conditions set forth in this Amendment and Exhibits (such Exhibits are deemed to be a part of this Amendment as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit I, Pre-Apprenticeship grant application amendment.

Except as modified and changed by the Amendment Number 1, the WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2021 and subsequently amended on November 23,2021, by and between the Board of Warren County Commissioners on behalf of the WIBBCW, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set for their President Board of Warren County Commissioners 2.1.22	r hands on the attached signature pages therefore. Easter Seals Tristate L1 C
Date Date	Date
Approved as to Form:	
PROSECUTING ATTORNEY WARREN COUNTY, OHIO	
	,

Amendment #1:

Workforce Investment Board | Butler • Clermont • Warren WIOA Youth Purchase of Service Contract

The approved and entered into WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2021 and amended on November 23, 2021 was entered into by and between the Workforce Investment Board of Butler, Clermont and Warren Counties/Ohio Area 12 WDB (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent and Easter Seals Tristate LLC, (hereinafter "Provider"), with its main office located at 2901 Gilbert Avenue, Cincinnati, Ohio 45206, for the purchase of Workforce Investment WIOA Youth Services identified under Exhibit I, Services To Be Purchased, is hereby modified as the Amendment #1.

All parties agree to the modified/amended as follows:

1, TERM / CONTRACT AMOUNT

Provider was named as a sub-recipient of the Ohio Department of Job and Family Services (ODJFS) Placement Strategies Initiative for Pre-Apprenticeship Hubs grant issued by Office of Workforce Development (OWD) ApprenticeOhio awarded on July 27, 2021, to the WIBBCW in the amount of \$466,880.00 and ending on June 30, 2023. Provider, as sub-recipient, is responsible for program implementation, enrollment into RAP's and identification and supervision of vendors. Sub-recipient will oversee \$420,200.00 of the grant.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Amendment and Exhibits (such Exhibits are deemed to be a part of this Amendment as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit I, Pre-Apprenticeship grant application amendment.

Except as modified and changed by the Amendment Number 1, the WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2021 and subsequently amended on November 23,2021, by and between the Board of Warren County Commissioners on behalf of the WIBBCW, shall remain as written in full force and effect.

hands on the attached signature pages there	fore.
Easter Seals Tristate L1 C	0
12/01/2021 Date	
	Easter Seals Tristate LIC

FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

Warr	n County Board of County Commission
David	Young, Commissioner
\mathcal{A}	A man Class
Shann	n Jones, Commissioner
/n	June

Thomas Grossman, Commissioner

Approved as to form:

Warren County Prosecuting Attorney

Number <u>22-0174</u>

Adopted Date February 01, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO EAGLE BRIDGE COMPANY FOR THE KING AVENUE BRIDGE #282-0.97 REPLACEMENT OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT

WHEREAS, bids were closed at 9:30 a.m., on January 25, 2022, and the bids received were opened and read aloud for the King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Roy Henson, Bridge Engineer, Eagle Bridge Company has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to Eagle Bridge Company, P.O. Box 59, Sidney, Ohio 45365, for a total bid price of \$22,047,747.70; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Engineer (file)

OMB Bid file

Number <u>22-0175</u>

Adopted Date February 01, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH AMERICAN TOWER ASSET SUB II, LLC FOR THE BUTLER WARREN ROAD WIDENING PROJECT

WHEREAS, in order to improve the safety of Butler Warren Road a widening project is to be completed, and in order to perform the work it is necessary to enter onto the property, parcel #11-02-300-002 located at 3626 Butler Warren Road, Mason, Ohio 45040 which is owned by American Tower Asset Sub II, LLC, grantor; and

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

- 1. Widen Butler Warren Road approximately five (5) feet.
- 2. Install a new gravel driveway with a 12" conduit.
- 3. Regrade a drainage ditch along property frontage.
- 4. When weather permits, seed and straw any disturbed area.

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 American Tower Asset Sub II, LLC, for Butler Warren Road a widening project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

c/a-American Tower Asset Sub II, LLC cc: Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by American Tower Asset Sub II, LLC, a Delaware limited liability company, whose mailing address is 10 Presidential Way, Woburn, MA 01801 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a widening project on Butler-Warren Road is to be completed. In order to widen the road it is necessary to enter onto property owned by the Grantor (the "Property"). The Property is located on 3626 Butler-Warren Road, Mason, Ohio 45040, identified as Parcel #11-02-300-002-0 as illustrated on Exhibit A attached hereto. Grantee requests permission from Grantor to enter onto a part of the said Property, as shown in Exhibit A (the "Entry Area"), solely for the purpose of completing the following items of work (the "Scope of Work"):

- 1. Widen Butler-Warren Road approximately five (5) feet.
- 2. Install a new gravel driveway with a 12" conduit.
- 3. Regrade a drainage ditch along property frontage.
- 4. When weather permits, seed and straw any disturbed area.

Upon completion of the Scope of Work, the Grantee agrees to restore any disturbed property, including personal property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction. Grantee agrees it will not damage and/or interfere with any of Grantor's existing utility lines on the Property. Should Grantee or Grantee's contractors, agents, subcontractors or any parties working on behalf of Grantee, damage and/or interfere with Grantor's utilities, Grantee shall immediately repair and/or replace such utilities. Grantee's performance of the Scope of Work shall not unreasonably interfere with Grantor's use of the Property, including but not limited to access from a public right of way and utility services from a public right of way. Grantee shall not store any equipment or materials outside of the Entry Area and shall remove any materials not installed as part of the Scope of Work, upon completion of the Scope of Work. Moreover, Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Staging Area in violation of any Environmental Laws (as defined below). As used herein, "Hazardous Materials" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Property. As used herein, "Environmental Laws" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Property, which govern Hazardous Materials.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does 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 Butler-Warren Road Widening Project or December 31, 2022, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Jennifer Bernazani-Ludlum, whose title is Senior Counsel, of American Tower Asset Sub II, LLC, a Delaware limited liability company, pursuant to the authority granted to him/her by the company's operating agreement to execute this Agreement on its behalf, has hereunto set his/her hand on the date stated below.

Grantor:

American 7	Tower Asset	Sub II, LLC
Cianotara	Januar	1. Bullion

Printed Name: Jernifer Bernazani-Ludlum
Senior Counsel

Title: ______

Date: (114) 2027

COMMONWEALTH of MASSACHUSETTS, MIDDLESEX COUNTY, ss.

the subscriber, a Notary Public in and for said commonwealth, personally came an individual known or proven to me to be Jennifer Bernazani-Ludlum, whose title is Senior Counsel of American Tower Asset Sub II, LLC, a Delaware limited liability company, the Grantor in the foregoing Agreement, and while acting in his/her official capacity on behalf of Grantor, did acknowledge the signing thereof to be his/her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Sarah Kmieciak
Notary Public, Commonwealth of Massachusetts
My Commission Expires Decamber 23, 2027

Notary Public: 12 23 /262

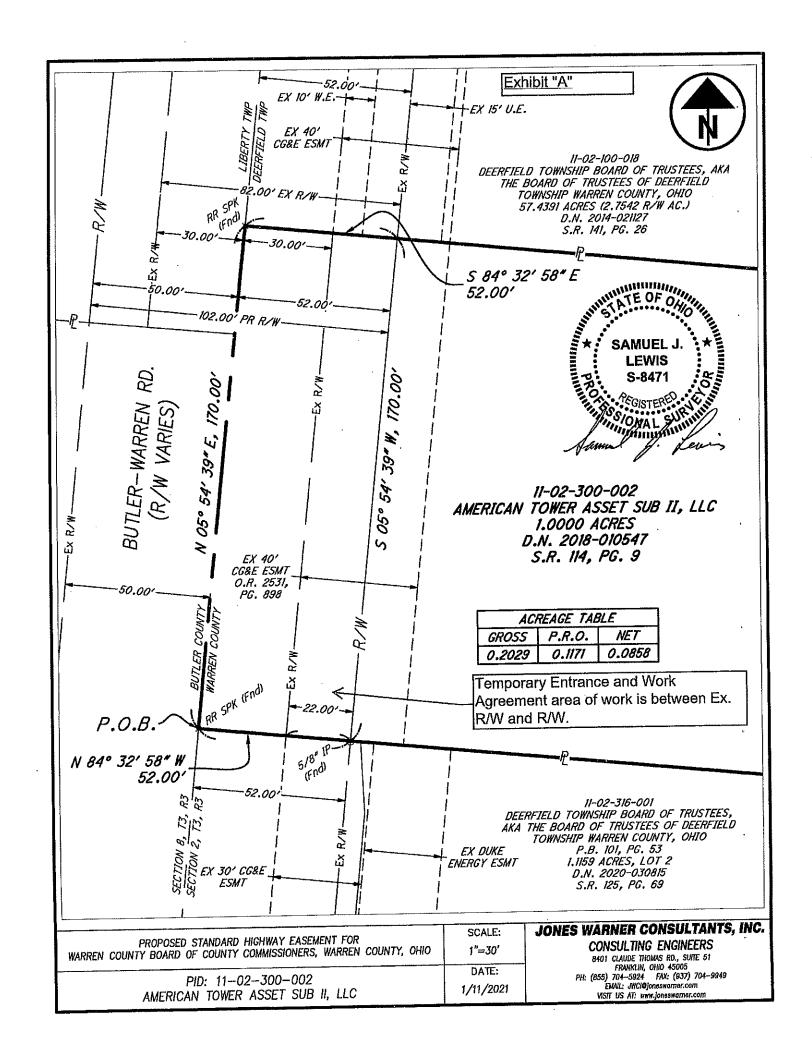
[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by						
	Grantee:					
	Signature: / how					
	Printed Name: Ton Grosman					
	Title: President					
	Date: 2.1.22					
STATE OF OHIO, WARREN COUNTY, ss.						
BE IT REMEMBERED, that on this						
	Notary Public: Kuptoo Lynn Pawelf My commission expires: July 15, 2026					
Prepared by:						
DAVID P. FORNSHELL, PROSECUTING ATTORNEY WARREN, COUNTY, OHIO	KRYSTAL I YVV POWRLL NOTARY PUBLIC STATE OF OUR Comm No. 25 - 50 6 1400					

Adam Nice, Assistant Prosecutor 520 Justice Drive, 2nd Floor

Email: Adam.Nice@warrencountyprosecutor.com

Lebanon, OH 45036 Ph. (513) 695-1399 Fx. (513) 695-2962



Number <u>22-0176</u>

Adopted Date February 01, 2022

ENTER INTO A SALES AGREEMENT WITH OHIO MACHINERY COMPANY ON BEHALF OF WARREN COUNTY WATER AND SEWER FOR THE PURCHASE OF A CAT 305- 07A MINI HYDRAULIC EXCAVATOR

BE IT RESOLVED, to enter into a Sales Agreement with Ohio Machinery Company on behalf of Warren County Water and Sewer Department for the purchase of a CAT 305-07A Mini Hydraulic Excavator, copy of said sales agreement attached hereto and made a part hereof.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mbz

cc:

c/a - Ohio Machinery Co.

Water/Sewer (file)



Witness:

SALES AGREEMENT

DATE	Jan	14,	2022
SALES REP	George	McGi:	nness

Ohio CAT, 3993 E. Royalton Rd., Broadview Hts., Ohio 44147 Phone: 440.526.6200

Subject to the terms and conditions set forth below and on the reverse side hereof, Seller hereby sells the equipment described below (the "Equipment") to Buyer, and Buyer, having been offered both cash sales price and a time sale price, hereby purchases the Equipment from Seller on a time sale basis, or according to additional terms if set forth below. To secure payment of Buyer's indebtedness to Seller and the performance of its obligations hereunder as well as to secure any and all other obligations and iliabilities of the Buyer to the Seller, direct or indirect, absolute or contingent, now existing or hereafter arising or incurred, and any and all amendments, modifications and extensions to the foregoing (all of the above, the "Secured Obligations"), Buyer hereby grants Seller a continuing security interest in the Equipment, and in the other equipment, if any, listed as Additional Security below, together with any and all replacements, additions, accessions and attachments now or hereafter placed thereon, and all proceeds thereof.

							WARR	EN COUNTY WATER			
Buyer	WARREN COUNTY WATER	R/SEWER					1200	MONROE RD, LEBA	NON		
S STREET ADDRESS O	PO BOX 530					s		, WARREN			
L CITY/STATE	CITY/STATE LEBANON, OH COUNTY WARREN				45036						
D POSTAL CODE	45036		PHONE NO. 51	.3 695 1377		P					
T O OURTONER CONTACT:	EQUIPMENT					T				······	
CUSTOMER CONTACT:	PRODUCT SUPPORT						F.O.E	B.AT: Ohio CAT			
							L	····			\longrightarrow
CUSTOMER 29441	100		Sales Tax Exemption OF 2/9/07	n # (if applicable)				CUSTOMER PO NUMBE 22001114:	R		
NUMBER PAYMENT TERMS:			UE 2/3/01			,		22002447			
T	П.000 П.	Cint to stall	ant Dua Data	Butunes of Installmen	da Dua o	tho	dou of a	ach month therafter, until the	o antira indahian	inace has been paid	
E Financial Services	CSC Lease	First installm	ent Due Date	Belance of Installmen	K8 500 01	T	day or e	acii inonui meraner,unot ur	s entire maebrec		
M Cash With Order S	\$0.00 Balan	ce To Finance	\$0.00	Finance Charges		Time Ba	llance				
Contract Interest Rate	0 Раул	ient Period		Payment Amount	0.00	Number	Of Pay	ments 0	OPTIONAL 8	UY-OUT \$	0.00
		DESC	RIPTION OF EQUIPMENT	ORDERED / PURCHASED			 -				
MAKE: CATERPILLAR		MODEL: 305	E2		Y	EAR: 202	2			NEW 🗹 USED	
STOCK NUMBER: C5271	88	SERIAL NUMB	ER: TBA			/U: 5				·····	
305 07A CR MHE CFG	G14A	610-5461	FAN GP-SUCTION			-9929		NTERWEIGHT, STAN		576-91	
SOFTWARE, PROPORT		557-1709	STICK, LONG, WIT			-7594		PLER, PG, MAN.D.I	LOCK, 5T	444-74	
SOFTWARE, STICK ST		557-1710	TRACK, 16", RUB	BER BELT		-7627		S, BUCKET, 45MM	rm2	282-27	
SOFTWARE, 2 WAY CO		557-1711	LIGHTS, LED			-8868		KET-HD, 24", 4.6		464-99	
SOFTWARE, CODED S'		557-1713	INTEGRATED RADIO		_	-8873		MB, HYDRAULIC, 5		575-04	
CAB, WITH HEAT AND	D A/C	576-7025	PRODUCT LINK, C			-8889		CKET, MHE 5T 45M ES, B6-B8 HAMMER		569-54 532-90	
ALARM, TRAVEL	************	579-8852	CAT KEY, WITH P			-6460 -6085			, 31-61	532-90	
LINKAGE BUCKET W/		584-4306	BELT, SEAT, 3"		-	-0753	~ -	MER, B4S rcewell contract	#032119_C		204
HOLDER, GREASE GUI	N	600-4380	SERIALIZED TECH			-8926		rcewell customer		***	
WASHER		7X-7729 8T-4137	MIRROR, CAB, RI			3-7870	300	rcemeri cuscomer	# 00001		
BOLT BRACKET AS		600-4379	WATER JACKET HE			-8302	+-				
ENGINE, EPA TIER	A PINET.	611-2416	CONTROL, QUICK			-4311					
TANK GP-MTGs -A	7 LIND	576-9139	LINES, QC, LONG			-0416	1				
LINES GP-COOLANT		577-9928	MONITOR NEXT GE			9-8875	\top				
HIND GE COOMAN	TRAD	E-IN EQUIPMEN	ŧT			PRICE			*******	\$78,5	10,00
MODEL: PAYOUT TO:			YEAR: SN AMOUNT: PA	I.: IID BY:		ALANCE	DUE			\$78,5	
MODEL:			YEAR: SN		BALAN					\$78,5	
PAYOUT TO;				AID BY:							
MODEL: PAYOUT TO:			YEAR:SN AMOUNT: PA	l.: UD 8Y:							
MODEL:			YEAR: SN								
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	JECT TO EQUIPMENT BEING	IN "AS INSPECTE	ED CONDITION* BY Seller	AT TIME OF DELIVERY OF							
REPLACEMENT MACHINE	PURCHASED ABOVE. E TRADE-IN EQUIPMENT DES	CORDED ADONE	TO THE Seller AND WARE	ANTS IT TO BE FREE AND							
CLEAR OF ALL CLAIMS, LIE	ENS, ENCUMBRANCES AND S	ECURITY INTERE	EST EXCEPT AS SHOWN	ABOVE.							
CATERPILLAR EQUIP	MENT WARRANTY		INITIAL		7/1	USED I	EQUIPM	ENT INITIAL	. //		\neg
			160	/	- 11	WARF	YTUAS	$\mathcal{T}_{\mathcal{T}_{\mathcal{T}}}$	E K		
			L y y y	January Baland		ALL USED I	EQUIPM	ENT IS SOLD AS IS, WHE	RE IS, AND NO	WARRANTY IS OFFI	ERED
oit sampting (S.O.S.) Is ma	es that he has received a copy of andatory with this warranty. The	customer is resp	consible for taking oil samp	iderstood said warranty, Sched ites at designated intervals from		OR IMPLIES	EXCE	PT AS SPECIFIED HERE:			
power train components an	d failure to do so may result in veng expiration date where necess	olding the warrant	у.			Narranty ep	plicable	:			
	lour Premier Warrant										
					— I '						
CCA		:			1				*******		
CSA: NOTES:											
2	THIS AGREEMENT IS SUI	BJECT TO THE T	ERMS AND CONDITIONS	ON THE REVERSE PARAGR	APH 12	CONTAINS	A SPE	OFFIC DISCLAIMER OF WA	ARRANTIES.	. оню.	
THE A Executed and Delivered as of		HE A GONTRAC	I ON HE EXECUTED AND	DELIVERED BY AN OFFICE: Accepted:	ver in	, JLLLER /]	ΛA.		,	
WARREN COUNTY WATE	<i>/</i> //	:	, Buye	OHIO MAC	HINERY	CO., Sellen	JV4.	· White			
By: *///	Haus.			Ву:	b		ΛV	M . mmm	<u>//</u>		
Title:	Shent			Tille:	Res.	onel	59	les Manago	<i>;</i>		
(if corporation, authorized officer mu or partner, show which.)	ust sign and show corporate title. If Part		tner must sign. If sola proprietor	- -		1991 East Ro Broadview He	yallon Rd. Ights,	-Je			
Payment and Performance absolute	ly and unconditionally guaranteed by th	e undersigned:				Ohio, 44147					

EQUIPMENT SALES CONTRACT TERMS AND CONDITIONS

This order is subject to the following terms and conditions in addition to those stated on the front hereof:

ø

- 1. Excusable Delivery Delays: Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacture or carrier, acts of God, embargoes, or governmental action, or any other cause beyond the reasonable control of Ohio CAT, whether the same or different from the matters and things hereinbefore specifically enumerated, and, if for such reasons, Ohio CAT is unable to make delivery within a reasonable time after the time stipulated for delivery, Ohio CAT may, at its option, cancel this order without liability except for return of the amounts paid on this order.
- 2. Responsibility For Shipment: Ohio CAT's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Ohio CAT for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.
- 3. Duration of Offer: The customer agrees that this order shall not be countermanded or revoked by Customer for a period of ten (10) days from the date; thereafter it may be countermanded or revoked up to and until Ohio CAT does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financial Statement(s) and/or Note(s), and/or other documents required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction.
- 4. Execution of Other Documents: When the property necessary to fill this order is available, the Customer agrees on demand to execute and deliver to Ohio CAT such security agreements, financing statements, and other documents as may be required by Ohio CAT to secure the purchase price, in the event that the Customer fails to execute and deliver to Ohio CAT such documents, the entire balance of the purchase price shall, at Ohio CAT's options, become immediately due and payable.
- 5. Tax: Customer agrees to pay all taxes of any kind that now is or hereafter may be imposed on this transaction, or on the manufacture, shipment, sale, lease, possession, ownership or use of the product. lease, possession, ownership or use of the product.
- 6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY: Equipment or machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Ohio CAT will assist Customer in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Customer's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable. Ohio CAT will furnish during regular working hours such labor as is required for replacement or replacement or replace defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Ohio CAT's repair facilities shall be borne solely by Customer. Except for warranty of title by Ohio CAT and except for this agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period. Ohio CAT shall not be liable for defects in or for any damages or less to the property sold nor caused by the property sold unless a special Ohio CAT warranty is expressly written elsewhere hereon or in a separate writing signed by Ohio CAT in the manner provided on the reverse side hereof, and under no circumstances shall Ohio CAT or Manufacturer be liable for any indirect, special, incidental or consequential damages to the Customer or to any third party. This warranty is expressly in lieu of any other warranties and is the sole and exclusive warranty and is in LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall Ohio CAT be liable for iNCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES or damage to trade or business for any breach of warranty or other default or fediture of the product to operate for any period of time.
- 7. Trade-In Liens: If trade-In is involved, Customer warrants that such property is free and clear as to the title and all encumbrances of any kind unless noted on the front of this contract.
- 8. Late Payment Charges: If the Customer falls to pay any invoice to Ohio CAT in accordance with the terms of such invoice, the Customer will be obligated to pay a service charge to Ohio CAT of (I)2% per month (24% per annum), or (II) the maximum lawful rate, on the delinquent balance.
- 9. Sales Tax: State law requires that Ohio CAT charge Sales Tax unless Ohio CAT has a signed, valid Tax Exemption Certificate in its files.
- 10. Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The parties hereby irrevocably submit to the exclusive jurisdiction of the state or federal courts located in Cleveland, Ohio for any proceedings arising out of or relating to this Agreement. Should any provision of this Agreement be held invalid, such provision shall be deemed to be eliminated insofar as it is deemed invalid and the balance of this Agreement shall in no way be affected thereby. The terms and conditions contained herein constitute the entire Agreement between Ohio CAT and CUSTOMER with respect to the subject matter hereof and supersede all previous oral and written communications and representations. Any contrary terms contained in a purchase order or other writing from the CUSTOMER are hereby rejected and superseded by the terms and conditions contained in this Agreement. CUSTOMER's obligations hereunder shall survive any term-ination of this Agreement. This Agreement may not be changed, altered, supplemented or added to at any time; except by a writing signed by both parties. This Agreement may not be assigned by CUSTOMER without the prior written consent of Ohio CAT. Any suit by Ohio CAT may be brought in the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Please of Cuyahoga County, Ohio. The CUSTOMER hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Please of Cuyahoga County, Ohio and walves all rights to contest the jurisdiction of these Courts.
- 11. Title to Goods: The title to goods furnished on this order remains vested in Ohio CAT until paid in full in cash.
- 12. Acceptance of Property: Retention of any property shipped under this agreement after five days from arrival shall constitute an acceptance of same.

13. Additional Matter	s and/or Modifications:		
	4,10,10,10		
Customer Initials:	TEX	Date: <u>2.1.2</u>	2

Adam M. Nice Asst. Prosecuting Attorney



December 22, 2021

WARREN COUNTY WATER/SEWER PO BOX 530 LEBANON, Ohio 45036

Dear,

Thank you for your interest in Ohlo CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

One (1) New Caterplilar Model: 305 07 Mini Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C52788

SERIAL NUMBER:

YEAR:

SMU:

One (1) New Caterpillar Model: 305 07 Mini Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

Standard Equipment

POWERTRAIN

Cal C1.7T diesel engine

- -U.S. EPA tier 4 final
- -EU stage V
- -ISO 9249/EEC 80/1270
- -Rated net power 34,1kW
- -2,400 rpm ISO 9249/EEC 80/1269
- -Electronic engine, turbo, DOC (diesel

oxidation catalyst)

Automatic engine idle Automatic engine shut-off Automatic swing brake Automatic two speed travel Fuel and water separator with Indicator Radial seal, double element air filter with restrictions indicator

HYDRAULICS

Smart tech electronic pump Variable displacement piston pump Load sensing & flow sharing hydraulics Power on demand Hydraulic temperature monitoring Accumulator - certified

ELECTRICAL

12 volt electrical system 85 ampere alternator 650 CCA maintenance free battery ignition key stop switch Signalling/warning horn Work lights

Battery disconnect Circuit breaker

OPERATOR ENVIRONMENT

Sealed and pressurized unitized cab
Operator sound pressure 72 dB(A) ISO6396
Integrated lower front window
Rear window emergency exit
Radio - bluetooth, USB, aux, mic
12V power socket
Ergonomic joyslick control levers
Adjustable wrist rests
Pattern changer
Color LCD monitor
-Fuel level, coolant temperature and
warning indicator
-Maintenance and machine monitoring
-Performance & machine adjustments

FLUIDS

Extended life coolant - 37C

-Numeric security code

OTHER STANDARD EQUIPMENT

Cat key with passcode option
Locks on external enclosure doors
Lockable fuel cap
Beacon socket
Ecology drain - engine oil
Side by side engine & hydraulic
oil cooler
Stick steer mode
Cruise control mode
Power on demand
Rear reflectors

-Cab, boom left -Courtesy safety light

-Multiple languages
-Hour meter
-Jog dial control interface
Coat hook
Cup holder
Hydraulic lockout controls
Literature holder
Molded footrests
Removable washable floormat
Retractable flourescent "high
visibility" seat belt
Travel control pedals with hand levers
Utility space for mobile phone
skylight
mounting bosses for top & front guards

Hydro advanced hydraulic oil

Roll-over protective structure (ROPS) (ISO 12117-2)
Product Link PL243 (regulations apply)
Auxiliary hydraulic lines
-1-way and 2-way (combined function)
-Auxiliary line quick disconnects
-Adjustable auxiliary flow
-Continuous flow
-Adjustable auxiliary relief
Thumb ready stick

MACHINE SPECIFICATIONS =		
Sourcewell Contract Number	032119-CAT	<u></u>
305 07A CR MHE CFG14A	610-5461	\$92,278,00
BOOM, SWING	527-7599	\$0.00
SOFTWARE, PROPORTIONAL CONTROL	557-1709	\$0.00
SOFTWARE, STICK STEER CONTROL	557-1710	\$0.00
SOFTWARE, 2 WAY CONTROL	557-1711	\$0.00
SOFTWARE, CODED START	557-1713	\$0.00
305 07A CR MINI EXCAVATOR	576-7009	\$0.00
CAB, WITH HEAT AND A/C	576-7025	\$0.00
ALARM, TRAVEL	579-8852	\$0.00
ELECTRICAL ARR, C1.7 HRC	579-8859	\$0.00
LINKAGE BUCKET WILIFTING EYE	584-4306	\$0.00
HYDRAULIC OIL	595-9905	\$0.00
HOLDER, GREASE GUN	600-4380	\$0,00
WASHER	7X-7729	\$0.00
BOLT	8T-4137	\$0.00
BRACKET AS	600-4379	\$0.00
ENGINE, EPA TIER 4 FINAL	611-2416	\$0,00
TANK GP-MTG& -A	576-9139	\$0,00
LINES GP-COOLANT	577-9928	\$0.00
FAN GP-SUCTION	577-9929	\$0.00
COOLING GP	577-9930	\$0.00
MTG GP-ENGINE	578-2349	\$0.00
LINES GP-AIR	578-2356	\$0.00
CLEANER GP-AIR	578-2361	\$0.00
FILM GP	597-0717	\$0.00
EXTENSION GP	600-3519	\$0.00
HOOD GP	600-5648	\$0.00
ENGINE AR-PRIM	600-9769	\$0,00
LINES GP-FUEL	606-3439	\$0.00
FUEL-BULK	343-5820	\$0.00
LANE 3 ORDER	0P-9003	\$0,00
STICK, LONG, WITH 1ST AUX	596-7594	\$0,00
LINES, BOOM	527-7611	\$0,00
	584-3653	\$0.00
LINES, STICK	527-7627	\$0.00
TRACK, 16", RUBBER BELT	579-8868	\$303.00
· LIGHTS, LED	579-8873	\$447,00
INTEGRATED RADIO	579-8889	\$0.00
PRODUCT LINK, CELLULAR PL243	522-6460	\$0.00
CAT KEY, WITH PASSCODE OPTION	510-6085	\$0.00
BELT, SEAT, 3" RETRACTABLE	597-0753	\$0,00
BLADE, STD, BOCE	595-7021	\$0.00
INSTRUCTIONS, ANSI	421-8926	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	428-7870	\$48,00
MIRROR, CAB, RIGHT	519-8302	\$235.00
WATER JACKET HEATER, 120V	584-4311	\$810.00
CONTROL, QUICK COUPLER	586-0416	\$810.00
LINES, QC, LONG STK	OP-4299	\$0.00
PACKING, LAST MILE PROGRAM		

MONITOR NEXT GEN, NO CAMERA	579-8875	\$0.00
COUNTERWEIGHT, STANDARD	576-9149	\$0.00
ATHENS DEALER PDI & FUEL	617-2838	\$260,00 \$2,028,00
COUPLER, PG, MAN.D.LOCK, 5T PINS, BUCKET, 45MM	444-7496 282-2785	\$2,028.00 \$111.00
BUCKET-HD, 24", 4.6 FT3, 5T	464-9911	\$1,375.00
THUMB, HYDRAULIC, 5-6T	575-0496	\$2,403.00
HAMMER, 84S	532-9204	\$6,389.00
BRACKET, MHE 5T 45MM, SM-LG	569-5414	\$451.00
LINES, B6-B8 HAMMER, 5T-8T	532-9089	\$208.00
LIST PRICE		\$108,348.00
SOURCEWELL DISCOUNT - 20%		(\$21,670.00)
OHIÓ CAT EXTRA DISCOUNT – 10%		(\$8,668.00)
Sales Make Ready		\$500,00
BALANCE	١	\$78,510.00

Standard Warranty: 24 months/2000 Hour Premier Warranty.

Thank you for your Interest in Ohio CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me,

Sincerely, George McGinness Machine Sales Representative Ohio CAT gmcginness@ohlocat.com 513-314-2243

Number <u>22-0177</u>

Adopted Date February 01, 2022

AUTHORIZE THE SANITARY ENGINEER TO ENTER INTO CONTRACT NEGOTIATIONS WITH SHOOK CONSTRUCTION FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FOSTERS LIFT STATION AND GRAVITY SEWER IMPROVEMENTS PROJECT

WHEREAS, with the adoption of Resolution No. 21-1113 on August 10, 2021, the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested contractors for construction manager at risk services; and

WHEREAS, with the adoption of Resolution No. 21-1420 on October 19,2021 the Warren County Board of County Commissioners approved the issuance of a request for proposal to the four qualified firms that responded to the County's request for qualifications; and

WHEREAS, the Commissioner appointed evaluation committee has reviewed the proposals and conducted post-proposal interviews to allow each firm an opportunity to clarify and respond to questions, and upon further discussions has reached consensus regarding the rankings of the proposals based on best value; and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners accept the evaluation and rankings which are attached and included and further authorize the Sanitary Engineer to enter into contract negotiations with the best valued firm, Shook Construction.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Water/Sewer (file)

Bid File

Number <u>22-0178</u>

Adopted Date February 01, 2022

ENTER INTO A FIRE MONITORING AGREEMENT WITH SILCO FIRE & SECURITY ON BEHALF OF WARREN COUNTY WATER AND SEWER FOR SERVICE AT VARIOUS WATER AND SEWER DEPARTMENT SITES

BE IT RESOLVED, to enter into a Fire Monitoring Agreement with Silco Fire & Security on behalf of Warren County Water and Sewer Department for the service at various Water and Sewer Department sites copy of said sales agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

caw

cc:

c/a – Silco Fire & Security Water/Sewer (file)



Cincinnati 10200 Reading Rd Cincinnati, OH 45241 (513) 733-5655 Akron 451 Kennedy Road

Beavercreek, OH 45430 (937) 426-9717 Cleveland 13015 York-Delta Drive North Royalton, OH 44133 (216) 252-3851

<u>Dayton</u> 4099 Industrial Lane

Columbus 2345 Southwest Boulevard Grove City, OH 43123 (614) 449-2101

www.silcofs.com

FIRE & SECURITY	Akron, OH 44305 (330) 535-4343	North Royalton, OH (216) 252-385	44133 www.silcots.com	
THIS AGREEMENT, THE "AGREEMENT", MADE BY AND BETWEEN BRAKEFIRE, IN	C, DBASILCOFIRE & SECURITY HEREINAF	TER REFERRED TO AS THE 'COM	PANYAND	
Warren Courty Water	and Sewer	HEREINAFT	er referred to as "Client" located at	
(NAME)		15005	513-695-1195	
906 Justice Dr. Lebano	n OH. 45039		513-695-1195	
(BILLING ADDRESS) For the consideration and pursuant to the terms and conditions hereinafter mention Paragraph 4.1. of this Agreement.	ried, Company agrees to sell and provide e		(PHONENUMBER)	
4 ECHIDMENT DESCRIPTION:		Λ		
Install Cell	ular Comm	unicetor		
Once installed, the Equipment may be collectively referred to as the "System." "Note: Citiend acknowledges that (f) additional equipment at additional cost, can pro- Citient understands and agrees that the state or local municipatity may require that determining and complying with such obligations.	ovide increased detection ability, (II) Client is the Client obtain a license or permit for the	nas voluntariiy elected to accept li installation, use, or monitoring of t	ne System based on Client's individual reasons, and (iti) he System, and that the Client is solely responsible for	
2. SERVICES Security/Fire Monitoring		то	BE PAID IN THE AMOUNT OF \$60. Wer month	
☐ Security ☐ Total Connect Ba				
☐ Cell / IP Primary Communication (circle one) ☐ Total Connect Vis	deo	9 .7 g		
☐ Cell // IP Backup Communication (clicie one) ☐ Openings and Clicie one) ☐ Uvideo Verification. ☐ Cameras ☐ Supervised Open Access Control ☐ Hosted Access Control ☐ Doors ☐ Managed Access	n/Close	· / / / W	BE PAID IN THE AMOUNT OF	
CJ Unfimilled Custom ID Card Requests - Active Users Video		DAS DAS n M.	BE PAID IN THE AMOUNT OF per month	
☐ Video Monitoring	overage rale	ROVED Adam Adam Prosecu		
Maintenance Plan □ M-F, 8-5 □ 124 x 7 □ Security System □ GVideo System		\$ 1 To	SE PAID IN THE AMOUNT OFper_month	
☐ Fire Alarm System ☐Access Control System		A 0 +		
	l Quarterty □ Semi-Annual □ Annua	il	BE PAID IN THE AMOUNT OFper month	
	l Quarterly □ Seml-Annual □ Annua I Quarterly □ Seml-Annual □ Annua			
☐ Access Control System ☐ Monthly ☐ Bitting	Quarterly DiSemi-Annual DiAnnua	al		
□ Annual Solvarienty □ Emailed □ Em				
3. INSTALLATION PAYMENT TERMS				
3.1 Client agrees to pay Company for equipment and installation, the sum of:		_		
\$ 500, 4 TOTAL EQUIPMENT & INSTA	ALATION COST S	δ	DOWNPAYMENT	
PLUS TAX	V.		Upon Signing this Agreement	
3.2 Cilent agrees to pay Company the service charges as detailed in section 2 above for a period of one (1) year unless otherwise provided for in a separate schedule as detailed in section 4.1 below. This Agreement shall commence upon substantial completion of installation of Equipment which shall mean the time from which the System is powered and put in use. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one (1) year each, after the Initial period unless Cilent gives to the Company at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date.				
3.3. DISCLAIMER AND LIMITATION OF LIABILITY CLIENT AGREES AND UNDERSTANDS: THAT NEITHER COMPANY NOR ITS DIREC CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING CLIENT FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUC OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KNO OR DEGRE WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCT HEREBY WAVES THE RIGHT OF RECOVERY AND SUBROGATION AGAINST THE C	T, Clent's Family and Others who M The Insurance Coverage Only, and th EE, The Improper Operation or Non- Ton of Facilities Necessary to Oper	IY BE ON THE PREMISES FOR M AT COMPANY AND REPRESENTA OPERATION OF THE SYSTEMS, I ATE ANY REMOTE OR CENTRAL :	IEDICAL, DISABILITY, LIFE, AND PROPERTY; THAT RECOVERY LIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF STATION, CLIENT ON BEHALF OF HIMSELF AND HIS INSURFER.	
THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR RE	PRESENTATIVES FOR ANY LOSS. DAMAGE	OR EXPENSE DUE TO ACTIVE (OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY	
KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO A MAXIMUM OF \$10,000, COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, IT BEING UNDERSTOOD AND INTENDED BY BOTH PARTIES THAT CLIENT'S INSURANCE SHALL COVER CLIENT'S DAMAGES. UPON REQUEST AND WITH PAYMENT OF AN ADDITIONAL FEE THIS MAXIMUM LIABILITY CAN BE INCREASED AND THE INCREASED LIMIT WILL BE SET FORTH IN A LETTER PROVIDED BY COMPANY.				
4. ADDITIONAL TERMS: 4.1 This Agreement consists of the terms contained on this page, the reverse side of this document and on any other attachments indicated as follows: Schedule(s) CI A CI B CI CI D CI E CI F CI CI CI Other				
5 Cilent further acknowledges that Client has read and understands alt of this Agreement including the terms and conditions of this side and the reverse side of this document and agrees to the amounts set forth herein as well as those terms and conditions on any schedule attached hereto and acknowledges receipt of a true copy of all applicable schedules.				
6. CANCELLATION (CONSUMER TRANSACTIONS ONLY) 6.1 You, the Client and buyer, may cancel this transaction prior to midnight of the third business day after the date of this transaction.				
Client		co Fire & Security		
		11.11	1 <i>0</i>	
X /m / 12mm 2-1-22		Willemy)	lenger	
Client (Signature) ((Date) Authorized Sales Consultant (Signature)				
Tom MSSrap Prayair Client (Print Name) (Tibe)	Austr	orized Sales Consultant (Print No	Lenzer	

1. LIMITED WARRANTY

- 1.1 The Company hereby warrants to clean that the equipment, whing, and devices that it instals are installed in a good and workmanke manner, in the event that any part shall become detective within 50 days from the date of the original levoice for this installation, company shall replace or repair the defective equipment or part vallout charge to csant, REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. This finded warranty is not assignable.
- 1.2 Except for the finited warranty as set for in paragraph 1.1, the Company makes NO EXPRESS WARRANTIES as to any matter whatsoners, including, without fordation, the condition of the equipment and make NO MAPILED WARRANTIES INCLUDING ITS MERCHANTABILITY, OR ITS ETHESS FOR ANY PARTICULAR PURPOSE, INCLUDING ANY IMPLIED WARRANTIY OF MERCHANTABILITY ORFITNESSTHAT THE SYSTEMOR SERVICES UPPLIED MAY NOT BE COMPROMISED, CIRCUMPENTED, ORT HESYSTEMOR SERVICES WILLIABLE CASES PROVIDED THE SYGNALINGAMONITORING AND RESPONSE FORWINGHIT WAS INTERDED. ALL OTHER WARRANTIES ARE SECTIONALLY CLUDED, Clear acknowledges that any efficient or promise made by company shallnot be deemed to create an express warranty.
- 1.3 This warranty does not cover any damage to material or equipment caused by accident, vanda'san, client negigence, flood writer, fighthing, fire, influsion, abuse, misuse, an act of god, any casualy, including electricity, attempted unauthorized repair service, modectation or improprie installation to anyone after than the Company, or any other case other than ordinary wear and tear, Faiture to follow Company and manufacturer instructions for system operation will void any and all warranties.
- 1.4 The Company shall not be liable for any general, direct, special, exemplary, puntive, incidental or Consequential damages which are expressly excluded hereby.
- 1.6 Client acknowledges that client is not relying on Company's skill or judgment in selecting or furnishing a system suitable for any particular purpose;
- 1.6 Some states do not allow imitations on how long an implied wearanty lasts or the exclusion or the Sextetion of incidental or consequential damages, so the above similation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may any, from state to state.
- 1.7 Company does not provide any warranties, express or implied, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITHESS FOR A PARTICULAR PURPOSE for existing equipment, devices, or whing that are "taken over" or implemented into the system at Certair sequest.
- 2. PAYIZENTTERMS
- 2.1 in addition to the payment terms set forth on page one of this Agraement, the following terms are agreed by the parties.
- 2.2 For any services provided to CEen in addition to the terms set forth on page one of this Agreement, including services specifically addressed later in this Agreement, Clemis half pay Company on a time and material basis at Company's previous. Traitec, Charges for five and material material materials excives are based upon Company's service rates in effect at the time of
- 2.3 Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are authorized by Clent, all states, consulting, including on and repart services supplied by Company shall be subject to the terms of this Agreement, several that additional richarges shall be made for even the odditional states, including the made for even the intellection or service.
- 2.4 Company shall have the right to increase charges at any time after the initial term of this Agreement.
- 2.5 The faiture to pay any amount when due shall entitle Company, at Company's sole discretion, and in addition to any of the remedies permitted by law, to immediately laminate this Agreement, and to case to respond to any alams received at Company's certifical station originaling from Clean's Premises, all whole it satisfy of any nature whatseave to Company. Centre date in the station of the company clean's agrees after it shall remain faither for the balance of the contract term if it cancels or terminates titls agreement prior to the contract and date as set froth thereto, of it is exercise propriet on this agreement for any response to the contract and date as set froth thereto, or it is exercise propriet on this agreement for any response to the contract and date as set froth thereto, or it is exercise propriet on the contract and date as set froth thereto.
- 2.6 in the event of any default by CEent, without siming the rights of Company, Company shall be entitled to retain all prepayments received and Cient shall immediately pay to Company (a) at payments then due and payable, and (b) the obligations for the unapplied term shall immediately accelerate and become then due and payable; and company shall have no further obligation to perform under this Agreement.
- 2.7 In the event this Agreement is canceled by the Client any time (and after 3 days for consumer transactions). Client will pay Company a fee equal to extual costs incurred by Company pair to canceledors, plus the nurse portion of the Contract price. Client specificially authorizes Company to deduct sort costs, from any deposits held by Company.
- 3. CLIENT'S DUTIES AND RESPONSIBILITIES
- 3.1 Clean shall carefully and proporty operate, set, maintain and test the System in a manner prescribed by Company and/or the manufacturer during the term of this Agreement.
- 3.2 It is the sole responsibilities of the Cleant to: (i) furnish any necessary telephone service, lines, jecks, network or internet connection at Cleant's own expense and all telephone or transmission charges shall be hilled to Cleant (ii) family an excessive decided service, outlets, and current through the Cleant's meller and at the Cleant's sole spease ((ii) can'ten, or people, computer, or network equipment is compatible with the System when there are changes to the Telephone equipment, network or internet services rendered to clean by the telephone, carble provide, or other such company, it, office, call vexing, answering marchines, etc. and ((iv) test the System and areas and zones of coverage periodically, at least morthly and whenever changes are made to the system or to the telephone, eventwe, flectical, or internet service for the Premittee. Any claimed inacticularly or failure of the System shall be immediately reported in writing to Company for service.
- 3.3 Clent is solely responsible for providing and maintaining any computer network facilities (WAN, LAP), computers, or databases that trisdace and/or are connected to System according to the Company and manufacturer specifications and requirements. Clent will provide the necessary bandwidth, router configurations, internet protect (BP), gateway, and subnet mask addresses as well as front, youtfeld existence for troubleshooting and connecting to their network facilities. Clent is responsible for creating and entering all data into databases as well as providing any required information or data such as octures. Soon, each between the contraction of the contractions.
- 3.4 For tramera and video Systems, C'Eent agrees to provide all necessary Egitting for proper libumination of viewed areas and understends that video images are subject to change with the environment. Company cannot guarantee video storage length, image questly or admissibility of images for use in cord to to make positive identifications. C'Eent is solely it able for the legatly and content of recoording video or audio that may occur both on and off the Premises.
- 3.5 Cited is solely responsible for any devices or systems that connect to the System and were not provided by Company, or which are provided by Company but serviced by others, e.g., fice suppression, HVAPC, Ighthing, elevators, decres, bots, openers, gates, etc. For elevator creat applications, customer is to supply telephone first and all deviator cronic equipment, programming, and lesting. Should any such peripheral or colleged system cause malfunction, decrease effectiveness, or disable Systems (responsibility for the same is with Chef and shaftly dold Company's warrange.)
- 3.6 Clent agrees to furnish to the Company and to maintain with it an updated list of alarm user codes and passwords, and an updated list of names of individuals, and phone numbers that should be notified in the event of an atarm and to which company may respond to request for service or change to the system, also code-drively returned to as the Contact that Clent shall also furnish a written opening, closing, and holdly schedule, or other special instructions, if applicable to the service provided herein. Clent agrees to provide all information, changes, revisions and modifications to the Company in writing in a first promoter.
- 3.7 Suspension of Service. Cfert agrees that Company's obsgallons hereunder are walved automatically without notice and Cfert releases Company for all loss, damage and expense in the event that the central station, telephone network, equipment, or fortifies necessary to operate the Systemer centralisation and estoyed, damaged, income parable or mailwance for any reson whatsoever, for the duration of such interruption of service, and Cfert shall be entitled to reinflust sentent of the unearned charge paid for the period of interruption on request of Cfert and this shall be the first Or Company's Satisfus.

CRIEGE DESIGN DE SERVICE UNE SERVICE AU MARCE BURGLAR AND DE TENTE ALARM OR ACCESS CONTROL EQUIPMENT OR VIDEO CAMERAS ARE PROVINCIONED. THE SYSTEM IS DESIGNED TO DETECT, INSTITUCT, SENSE, RECORD, OR VIEW ORLY THOSE AREAS SPECIFICALLY CONTROL DE DESCRIPTION OR ZONE LESS PROVIDED TO CLEHT AND FURTHER ARE LIMITED TO HOW THEY VIEW AUTHAUT SIRALLED, IESSED, AND PROGRAMMED FOR THE CLEHT'S THEN DESIGNED COVERAGE, AND THAT THE CLIENT MAY HAVE CHANGED THE COVERAGES DURING THE INSTITUTION OR AFFERWARDS; THAT SUCH EQUIPMENT PERFORMS ONLY THOSE FUNCTIONS AND THE SYSTEM IS ACTIVATED ONLY LUBBER THE CIRCLUSTRATICES LISTED IN THE MANAFACTURES MANALLS AND SPECIFICATIONS IN THE MESTILLATION OF A PERFORMED FOR THE MESTILLATION OF A PERFORMENT OF THE MESTILLATION OF THE CIRCLUSTRATICES LISTED IN THE MANAFACTURES MANALLS AND SPECIFICATIONS INCOPPORABLE PERFORMENT AND SERVICES AND SPECIFICATIONS AND THE SYSTEM IS ACTIVATED BY REFERENCE, PURTLES, QUEDT ACKNOWLEDGES THAT (A) COMPANY HAD EXPLANED THE FULL RANGE OF POPICETION, EQUIPMENT AND SERVICES MANALAS LED THE FULL RANGE OF POPICETION, EXAMINATION AND THE CHARGE OF THE MESTILLATION OF THE PERFORMENT AND SERVICES MANAFACTURED ON THE MESTILLATION OF THE PERFORMENT AND SERVICES MANAFACTURED ON THE MESTILLATION OF THE PERFORMENT AND SERVICES MANAFACTURED ON THE MESTILLATION OF THE PERFORMENT AND SERVICES MANAFACTURED ON THE MESTILLATION OF THE COMPANY AT AN ADDITIONAL ELECTRONIC PROTECTION AND COMPANY AT AN ADDITIONAL CLOST TO THE CLIENT.

- 4. TERUS OF SERVICES PROVIDED
- 4.1 Trile to the digital alarm communicator or System transmitter and its appropriate software program shall remain at all times in Company. Title to all other Equipment and material shall remain at all times in Company until fully paid.
- 4.2 Central Station Monitoring/Remole Station Monitoring.
- 4.2.1 Central Station Monitoring service, if selected under Section 2, consists solely of contacting governmental emergency sorvices and/or the Clent's Pramise and/or Clent's contract list no more than once upon receipt of alarm signals transmitted from the System to the central station. Company's efforts to nodity governmental, emergency service or Clent's Constact Set Island be satisfied by advice by felephone to any person answering the telephone all the telephone number(e) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electional or other technology permitting the recordation of voice or data communications.
- 4.2.2 Upon receipt of an alarmsignal and prior to telephoring any other person or entity. Company may, in its sole and absolute discretion and without any fability, contact or attempt to contact the Premises to confirm the necessity to report the secrety of an alarmsignal to the Contact the Company may in its sole and the major and analysis of the Contact the Company will be contacted powers of the contact governmental emergency services. Company will abid to the request but shall have no lability for not contacting operamental emergency services. The event of a labe alarm (Company shall not be responsible for fails a alarm since. No monitoring service shall be received for alars alarm (Company shall not be responsible for fails a alarm since. No monitoring service shall be rendered for undefined or undestigation extends. Certain may request a copy of their current contact fails or a sit of their Systems damma mozenes and the associated Alarm Signals angience for clarification.
- 4.2.3 Client is responsible for training and advising their Contact List, personnel, and representatives of proper System operation, procedure, and servicing.
- 4.2.5 For trouble signals, low battery signals or those signals from equipment monitoring temperature, water, Equid, gasses, machine status or conditions, or other critical atam incidents, company is responsible only to notify the Premise or Clant's Contact List at let earliest possible time.
- 4.3 False Alarms. In the event the System is activated for any reason whatsoever, the Ctent shall pay, without any right to be relimbursed by Company, any lines, fees, costs, expenses and penalties assessed against Ctent efficiency by any court or 33/(1/2)

- governmental agency, and chall indomnity, hold harmless a end reimburge 00 rpany for any such expenses it
- 4.4 Clent acknowledges and agrees that it is Clent's specific intent that all medical atent signals shall be deemed by the parties of being entered emergency signals (hereignanger General Emergency Signals* and KOT signals denoting any medical emergency equing Company to contact or dispetch any medical, hospital, analysicancy, or other like entity, person or service Generalated Medical Assistance). Clent agrees that it is Clent's sole responsibility to (i) propare for any medical emergency, and (i) contact or dispetch, entire make other arrangements to contact or dispetch, endow make other arrangements to contact or dispetch, Medical Assistance if and when necessary by means other than through Company.
- 4.5 Ctent acknowledges and agrees that Company's solo responsibility upon receipt of a general emergency signalizans orbited from the system is to contact the local authorities responsible for the municipathy where the premises are located. Clear understands and agrees that Company shall not under any circumstances contact or dispatch medical personnel for Ctent to the premises. Clear agrees to release, half-hamiltonians and inclumination of the premises. Clear agrees to release, half-hamiltonians are related to or as a consequence of Company's failure to contact or dispatch medical assistance.
- BB 1/4/2022 4.6 Non-Warranty Repair/Inspection.
- 4.6.1 Inspection service of security equipment consists of confirming the operability of the system visible components only, inspections of commercial fire equipment will be performed in accordance with NFPA codes. Unless selected as Section 2 on the front page of this Agreement, Client shall pay Company on a time and materials basis at Company's prevailing charges.
- 4.6.2 Client agrees that, if the System is monitored by Company, all service to the System shall be performed by Company only, but Company's duty to service the System is subject to the availability of the neighal parts or equipment from the original manufacture. Client agrees to put Company's standard service rates for such savice work.
- 4.6.3 Clent shall pay Company for Non-Warranty repair service on a time and material basis at Company's prevailing charges.
- 4.6.4 COMPANY PROVIDES NO WARRANTIES ON INSPECTIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/ORFITNESSFOR APARTICULAR PURPOSE.
- 4.7 Delays in Service. Company's sole obligation after receiving a service request for a monitored System is to dispatch a service employee to the Premises within a reasonable time. Cleant bears all responsibility for any interruption in service due to any delay in responding to a request for service.
- any don't mesponany to a leguest to service. As Alaintanance Plan under Section 2, Company agrees to service the Equipment specified on the attached Equipment Issing so long as Client shall not be in default of any profesion of this or any other specified on the attached Equipment Issing so long as Client shall not be in default of any profesion of this or any other specime defective bloomagnitudes are the substant of the state of the specime defective bloomagnitudes are the specime defective bloomagnitudes are and possible usage shall be deferred by Company in the propriet of the defective or falled through moral wear and possible usage shall be deferred by Company in the propriet of the defective or falled through moral wear and possible usage shall be deferred by Company in the propriet of the speciment of report of the speciment of the specimen of the speciment of the speciment of the speciment of the speci
- 4.9 Suspension of Senire, Shut Down, Lock Ord of Removal of System: Clarit understands and agrees that Company may, In its soils and absolute discretion, electronizary lock out the sigilal alarm communicator Lansmitter (Pareir) permanently in order to first access to the Panel to Company not, Should Clarit Indeath Networder, or upon termination of Inconting systems for any exact, or if the System becomes a "currency" System or the System occasively signate Company so clarat stration without appeared reason, Clinical system becomes a "currency" System or the System occasively signate Company so clarat stration without appeared reason, Clinical system from the Order of the officering remove the System from the Premises of Inconting and the Company of the Order of the Order of the System from the Premises of Inconting the Company of the Order of the Orde
- 4,10 Transmission of Alarm Signals,
- 4.10.1 Client understands that transmission of signals or voice from the System may be via either witeless signal or wire (telephone line, internet, cable modern, DSL, T-1, dial up, etc.) and that alternative or additional protection can be instalted at Cetaris request and expense as a best up to any one of these transmission modes. Cleet further understands that for Ecophonal which transmiss along a signal signal witeless transmission, such transmission of messages is probabilised by its nature and that it can be affected by ground interference, autrospheric conditions, etc. Cleen acknowledges that the System is not infalble and Cleen acknowledges that the System is not infalble and Cleen acknowledges that the System or the Transmission of signals for the System by wiseless, telephone line, or internet may be interrupted, circumvented or compromised, i.e. cut telephone line or internet access.
- 4.10.2 C fant acknowledges that telephone circuit and internet transmission of signals requires the Crent's telephone system, connection to the latephone network, internet, or telephone fan ("Transmission Equipment") to be compatible with the System, operating and uniherrupted for a signal to be transmitted by the System or received by the digital plans receive to cated at the central station; if the Transmission Equipment is incompatible, inoperative or interrupted by natural or human causes brokeling, without introduct, the catelling of the telephone fine or internet connection, there is no indication of this fact at the central station unless telephone into cut security and internet connection supervisory equipment is included as part of the System and, if the Transmission Equipment is incompatible, inoperative or interrupted or a legical with a received at the central station unless alternative transmission such as writeless or other available technologies are selected by Cfert at additional cost.
- 6. INDENNIFICATION AND RELEASE.
- 5.1 To the maximum outent permitted by law, Client shall defend, internsity and hold hormices-Company, its directors, efficers, agents, employees, charachelders and les austigns, and its outsonless and experience involved in the provision of services to Chent, from a lability course, other process of the provision of services to Chent, from a lability, course, and the provision of services to che special course, and the provision of services and expenses (statuting reasonable of services) or the proporty of any enhapse not a cells, recorded proxy instance, between the control of the proporty of any enhapse not a cells, recorded proxy instance, excellent to consider the control of the proporty of any enhapse not a cells, recorded proxy instance, excellent to consider the control of the proporty of the pr
- 5.3 Company makes no promise of delivery and installation of Equipment or commencement of services by any particular date. Client releases Company for all loss, damage and expense to Client arising out of or from or related to any delay in delivery, installation, commencement or completion of the system and initiation of services.
- 8. PRIORAGREEMENTSWITHOTHERS
- 6.1 Otent represents and warrants that Cfent's execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Cfent express to present, defend, indomnity and hatch harmless Company and Representatives form and against and party without any avanishtance designation that Company on the presentatives for they fire at delainst, demands, selfs, buildities, busides, - 7. WISCELLANEOUS
- 7.1 No Walver of Breach. If company shall waive any breach by Citent, it shall not be construed as a waiver of any subsequent breach, and Cempany's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specificatly waived by Company in winting. Company's rights hereunder shall be cumulated, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
- 7.2 Cterifs Purchase Order. It is understood end agreed by and between the parties hereto that if there is any conflict between this Agreement and Cterifs Purchase Order, the terms of this Agreement shall govern whether such Purchase Orders are prior or subsequent to this Agreement.
- 7.3 Assignably of Agreement. This Agreement is not assignable by Ctent except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its colored to the offer of the second of the colored to the colore
- 7.4 Right to Subcontract. The Company may subcontract for the provision of services under this Agreement. Cleant agrees that the provisions of this Agreement are applicable to any subcontractors engaged by Company to provide any service set
- 7.5 Appticable Law. This Agreement shall be governed and construed according to the laws of the State of Ohio, and any action brought to enforce the terms of this agreement, or arising from any services rendered by the Company, shall be brought in the Court of Common Pleas of Hearston Courty, Ohio.
- 7.8 Binding Agreement. This Agreement becomes binding upon Cempany only (I) when signed by an authorized representative of Company, who must be a corporate officer if (a) there are any additions to the Agreement, or (b) any of the printed terms and conditions have been altered, deleted or substituted by other vorting, or (II) upon commencement of sentiers checked above. This Agreement is binding on the helrs, executors, administrators, successors, and permitted as signs of the parties.
- 7.7 Modifications. All changes or amendments to this Agreement must be in writing and sloped by the parties to be binding
- 7.8 Integrated Agreement. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described hereth and superactes all prior or current negotiators, comminents, contacts, express or impress, statements and representations, whether writing or orat, perfecting fasterile, of orwhich shall be deemed merged into this Agreement. Neither party has authority to make or claim enty representation, term, promise, condition, statement, warranty, or indocument halts not expressed herein.

BABabasa, CONTRACT Jujeour



Cincinnati 10200 Reading Rd Cincinnati, OH 45241 (513) 733-5655 Akron 451 Kennedy Road

<u>Dayton</u> 4099 Industrial Lane Beavercreek, OH 45430 (937) 426-9717 Cleveland 13015 York-Delta Drive

Columbus 2345 Southwest Boulevard Grove City, OH 43123 (614) 449-2101

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FIRE & SECURITY	Akron, OH 44305 (330) 535-4343	North Royalton, OH 44133 (216) 252-3851	www.silcofs.com
THIS AGREEMENT, THE 'AGREEMENT', MADE BY AND BETWEEN BRAKEFIRE, IN	D. DBA SILCO FIRE & SECURITY HEREINAF	TERREFERRED TO AS THE "COMPANY" AND)
Warren County Wat	er and Sou	Je HEREINAFTER REFERF	RED TO AS "CLIENT" LOCATED AT
(NAME)		115000	سده و بدود به سم
(EQUIPMENT LOCATION)	ineville Olt.	<u>45039</u>	5/3-695-//95
(BULLING ADDRESS) (RAME) (EQUIPMENT LOCATION) 406 Justice Dr. Lek (BILLING ADDRESS)	panon OH. 48	039 57	3-695-1195
For the consideration and pursuant to the terms and conditions hereinafter mention Paragraph 4.1, of this Agreement.	ned, Company agrees to sell and provide e	נרוא quipment and services as detailed below an	d as specified in any aliached schedules referred
1 FOLIDMENT DESCRIPTION	1		
Install Cellular Ca	mmunicato.		
Once Installed, the Equipment may be collectively referred to as the "System." "Note: Client acknowledges that (I) additional equipment at additional cost, can pro	wide increased detection ability, (Ii) Client I	as voluntarily elected to accept the System I	pased on Client's individual reasons, and (ill)
Client understands and agrees that the state or local municipality may require that determining and complying with such obligations.	the Client obtain a license or permit for the i	nstallation, use, or monitoring of the System	, and that the Client is solely responsible for
2. SERVICES	<u> </u>	>	THE AMOUNT OF \$60.00 per month
Security/Fire Monitoring D Security Total Connect Ba	sic	TO BE PAID I	NTHE AMOUNT OF
Differ Direct At Direct Communication (circle one) Direct Connect Vi	ntomation		
☐ Cell / IP Primary Communication (circle one) ☐ Total Connect Vic ☐ Cell / IP Backup Communication (circle one) ☐ Openings and Cli	osings		
☐ Video Verification,Cameras ☐ Supervised Oper Access Control	/Close	TO BE DAID I	NTHE AMOUNT OF
☐ Hosted Access ControlDoors ☐ Managed Access	sic ntomation tee sings t/Close s control 24 x 7Doorsoverage rate	Adam M. Nice Prosecuting Attorney MORAGEROL	THE PRICE OF THE P
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D Annual Rouarterly Mailed D Emailed WCWater ape	CO. WALLEN.OL	us	
THE ABOVE SERVICE CHARGES PLUS SALES TAX ARE PAYABLE ON THE FIRST DAY OF THE MONTH	AY OF THE MONTH FOLLOWING THE DATE	OF INSTALLATION AND ON THE FIRST DAY	CFALL FUTURE BILLING CYCLES, ALL CHARGES
3, INSTALLATION PAYMENT TERMS			
3.1 Cilent agrees to pay Company for equipment and installation, the sum of:		λ	
\$	LLATION COST \$	DOWNP	
PLUS TAX			Upon Signing this Agreement
3.2 Client agrees to pay Company the service charges as detailed in section 2 abordomence upon substantial completion of installation of Equipment which shall me.	ean the time from which the System is por	rered and put in use. This Agreement shall	automatically, without action by either party, extend
and renew itself under the same terms and conditions for successive periods of on intention to terminate this Agreement upon its original or any renewed expiration de	e (1) year each, after the initial period unle ale.	ss Client gives to the Company at least thirt	y (30) days written notice, prior to expiration date, of
3.3. DISCLAIMER AND LIMITATION OF LIABILITY			
CLIENT AGREES AND UNDERSTANDS: THAT NEITHER COMPANY NOR ITS DIREC CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING CLIENT	, CLIENT'S FAMILY AND OTHERS WHO MA	Y BE ON THE PREMISES FOR MEDICAL, D	SABILITY, LIFE, AND PROPERTY: THAT RECOVERY
FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUC OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGRE	E, THE IMPROPER OPERATION OR HON-	OPERATION OF THE SYSTEMS, BREACH O	F CONTRACT, EXPRESS OR IMPLIED, BREACH OF
WARRANTY, EXPRÉSS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCT HEREBY WAIVES THE RIGHT OF RECOVERY AND SUBROGATION AGAINST THE C	ION OF FACILITIES NECESSARY TO OPER/ OMPANY ITS SUCCESSORS, ASSIGNS, AG	ITE ANY REMOTE OR GENTRAL STATION. C ENTS, AND EMPLOYEES FOR ANY LOSS OF	LIENT ON BEHALF OF HIMSELF AND HIS INSURER, I DAMAGE COVERED BY CLIENT'S INSURANCE,
THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REI	PRESENTATIVES FOR ANY LOSS, DAMAGE	OR EXPENSE DUE TO ACTIVE OR PASSIVI	E SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY
KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL	AGREEMENT, PRODUCT OR STRICT LIABI	lity, breach of warranty, express o	R IMPLIED, BREACH OF CONTRACT, EXPRESS OR
INTENDED BY BOTH PARTIES THAT CLIENT'S INSURANCE SHALL COVER CLIEN INCREASED LIMIT WILL BE SET FORTH IN A LETTER PROVIDED BY COMPANY.	T'S DAMAGES, UPON REQUEST AND WITH	PAYMENT OF AN ADDITIONAL FEE THIS !	MAXIMUM LIABILITY CAN BE INCREASED AND THE
4. ADDITIONAL TERMS:			
4.1 This Agreement consists of the terms contained on this page, the reverse sld Schedule(s) □ A □ B □ C □ D □ E □ F	e of this document and on any other attac ☐ G ☐ Other	hments indicated as follows:	
6 Client further acknowledges that Client has read and understands all of this Ag	reement including the terms and condition	s of this side and the reverse side of this do	ocument and agrees to the amounts set forth herein
as well as those terms and conditions on any schedule attached hereto and ackr	lowledges receipt of a true copy of all app	Icable schedules.	
CANCELLATION (CONSUMER TRANSACTIONS ONLY) 6.1 You, the Citent and buyer, may cancel this transaction prior to	midnight of the third business da	y after the date of this transaction.	
Client	Silis	co Fire & Security	
	OIII	1 1 1 2	
* Man / 1/100 2.1.22		Mich. 11 to	
Ckent (Signature) (Date)	Aul	horized Sales Consultant (Signature)	
TAL CHARLE THE .		01 11	de a ser co
Client (Print Name) (Title)	Ault	orized Sales Consultant (Print Name)	11121
		,	

1.1 The Company hereby warrants to clear that the equipment, whing, and devices that it instals are lastatled in a good and workmankto manner. In the event that any part shall become defective within 80 days from the date of the odiginal invoice for this installation, company shall replace or repet the defective expriment or part visitout charge to clear. REPAIR AHD REPLACEMENT AS STATED HEREINIS THE SOLE AND EXCLUSIVE REMEDY. This interest warming is not assignable.

1.2 Except for the Embed werranty as set for in paragraph 1.1, the Company makes NO EXPRESS WARRANTIES as to any matter whatsoew; including, without finitiation, the condition of the equipment and make NO IMPLIED WARRANTIES INCLUDING ITS MERICHARTMAILTY, OR ITS TITLESS FOR ANY PARTICULAR PURPOSE, INCLUDING ANY IMPLIED WARRANTY OF MERICHARTMAILTY OR TITLESS THAT THE SYSTEM OR SERVICES WILLIAMLY CASES PROVIDE THE SIGNALING MONITORING AND RESPONSE FOR WHICH TWAS INTEROSE; ALL OTHER WARRANTIES AND SECRETICALLY EXCLUDED. Clear to chrowladges that any affirmation of lact or promise made by company shall not be deemed to create an express warranty.

1.3 This warranty does not cover any damage to material or equipment caused by accident, vandaism, client negligence, flood water, lighting, file, infrusion, abuse, misuse, on act of god, any casuraty, including electricity, altempted unauthorized repair service, modification or improper installation in yearyone other time to Company, or any other case other than oxidiary wear and tear. Failure to follow Company and manufacturer instructions for system operation will void any and all warranties.

1.4 The Company Shall not be liable for any general, direct, special, exemplary, puritive, incidental or Consequential damages which are expressly excluded hereby.

1.5 Clent acknowledges that cent is not relying on Company's skill or judgment in selecting or furnishing a system suitable for any particular purpose;

1.6 Some states do not above limitations on how long an implied warranty tasts or line exclusion or line limitation of incidental or consequential diamages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other eights, which may vay, from state to state.

1.7 Company does not provide any warranties, express or implied, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for existing equipment, devices, or wiring that are "taken over" or implemented into the system at clearly request.

2. PAYMENT TERMS

2.1 in addition to the payment terms set forth on page one of this Agreement, the following terms are agreed by the parties.

2.2 For any services provided to Clent in addition to the terms set forth on page one of this Agreement, Including services specifically addressed later in this Agreement, Clent shalp pay Company on a firm and material basis at Company's previous retries, Chineges for time and material randinarious exvices are based upon Company's service rates in offset at the time of the Clent and the company of the com

2.3 Additional Equipment or Service. If, at any time after the date based, additional equipment or services are authorized by Clent, all sales, consulting, installation and repair services supplied by Company shift boutlight to the terms of this Agreement, several that additional changes shift be made to sever the additional changes shift be made for several workformal sales, including an experience of the additional sales, and the made for several workformal sales, including an experience of the services and the services are services are services and the services are services and the services are services are services as the services are services are services are services as the services are services are services as the services are services are services are services as the services are services are services as the services are services.

2.4 Company shall have the right to increase charges at any time after the initial term of this

2.6 The failure to pay any amount when due shall entitle Company, at Company's sole discretion, and in addition to any of the remedies permitted by law, to transcript furnishes this Agreement, and to case to respond to any alarms received at Company's certification objecting from Cetters Fermiers, all without labeling on the properties of the state of the state of the company. Cetter contract end date are set of the the state of the contract term if it cancels or terminates this agreement prior to the contract end date are set forth herein, or if it excess permet on this agreement for any resemble on the suppresent of the agreement for any resemble.

2.6 in the event of any default by Clert, without firthing the rights of Company, Company shall be entitled to retain all prepayments received and Cleret shall immediately pay to Company (e) all payments then this and payable, and (e) the obligations for the unexpited term shall immediately accelerate and become then due and payable; and company shall have no further obligation to perform under this Agreement.

2.7 In the event this Agreement is cancelled by the Cfent any time (and efter 3 days for consumer transactions), Cfent will pay Company a fee equal to extrait costs incurred by Company prior to cancellation, this the suresed persion of the Contract price. Cfent specifically authorizes Company to deduct such costs, from any deposits held by Company.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

3.1 CFent shall carefully and properly operate, set, maintain and test the System in a manner prescribed by Company and/or the manufacturer during the term of this Agreement.

3.2 It is the sole responsibilities of the Cfant to: (I) furnish any necessary telephone sendoe, lines, jacks, network or internal connection at Ctent's own expense and all telephone or transmission charges shall be billed to Ctent (ii) furnish an necessary electrical sendor, on culetis, and current through the Ctent's meter and st the Ctent's sole expense (iii) confirm that the Telephone, computer, or network equipment is compatible with the System when there are changes to the Telephone equipment, intwork or internet sendors sendors and the system when there are changes to the Telephone colly revoker, or other such company, i.e. video, call verific, answering must bless, etc. and (IV) test the System and areas and zense of coverage periodicity, at least morbily and whenever changes are made at the system of the System shall be immediately reported in writing to Company for service.

3.3 Clent is solely responsible for providing and maintaining any computer network faciness (WAN, LAN), computers, or databases that therface and/or are connected to System according to the Company and manufacturer specifications and requirements. Creat will provide the necessary benchridth, router configurations, internet protocol (PF), galenwy, and subsert masks addresses as well as thereby qualified additions due to recommend to the configurations, internet protocol (PF), galenwy, and subsert masks addresses as well as thereby qualified additions due to recommend to the recommendation of the recommendation

3.4 For camera and video Systems, Client agrees to provide all necessary Eghting for proper lituralistion of viewed areas and understands that video images are subject to change with the environment. Company cannot guarantee video storage length, image quadity or admissibility of images for use in court of to make positive identifications. Client is solely Fable for the legatly and content of recording video or audio that may occur both on and off the Premises.

3.5 Cifent is solely responsible for any devices or systems that connect to the System and were not provided by Company or which are provided by Company but serviced by others. e.g. fire suppression, HVAC, Ephing, elevators, does, locks, openers, gates, etc. For elevator recall applications, customer is to supply telephone fires and all devator control equipment, programming, and testing. Should any such peripheral or collateral system cause malfanciator, decrease effectiveness, or disable System, responsibility for the same is with Clent and shall void Company's warranty.

3.6 Citent agrees to furnish to the Company and to maintain with it an updated list of alarm user codes and passwords, and an updated list of names of individuals, and phone numbers that should be notified in the event of an alarm and to which company may respond to request for service or change to the system, also collectively released to as the Contact that Citent shall also furnish a written opening, closing, and holdey scheedly, or other special instructions, if applicable to the sendes provided instein. Clent agrees to provide all information, changes, revisions and modifications to the Company in writing in a direct require.

3.7 Suspension of Service. Cferri agrees that Company's obfigations hereunder are waived automatically without notice and Cfert releases Company for all loss, damage and expense in the event that the central station, telephone network, equipment, or refettles necessary to operate the System or central station are destinged, damaged, hoperablo or mailtration for any reason whatsoever, for the duration of switch interruption of service, and Ctent shall be crititled to reinbestement of the uneaned charge paid for the period of interruption on request of Ctent and this and be the first of Company's Station.

CRINGED PART OF REPRODUCT PREPRIED CONTROL SCHOOL AND CONTROL COMPANY 3 TOMAY.

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CLIENT ACKNOWLEDGES THAT WHERE BURGLAR and/or FREE ALARM OR ACCESS CONTROL COMPANENT OR VIDEO
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THE EQUIPMENT AND SERVICES MICHAELE TO CLEMET (B) CLIENT DESIRES AND HAS CONTRACTED FOR ONLY
THE EQUIPMENT OF AND ADDITIONAL THAT PROVED HEREIN IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY AT AN
ADDITIONAL COST TO THE CLIENT.

4. TERMS OF SERVICES PROVIDED

4.1 Title to the digital alarm communicator or System transmitter and its appropriate software program shall remain at all times in Company. Title to all other Equipment and materials hall remain at all times in Company until fully paid.

4.2 Central Station Monitoring/Remote Station Monitoring.

4.2.1 Central Station Monitoring service, if selected under Section 2, consists solely of contacting governmental emergency services and/or the Clent's Promise and/or Clent's contract ist no more than once upon needly of atlant signals transmitted from the System to the central station. Company's efforts to noistly operamental, reresponcy service or Clear's Conditional Ust shall be catisfied by addice by felaphone to any person answering the felaphone at the felaphone number(s) provided to Company'in writing or by leaving a message with a felaphone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

4.2.2 Upon receipt of an alarms/gnat and prior to folephoning any other person or entity. Company may, in its sole and absolute discretion and without any fability, confact or, attempt to contact the Premises to confirm the necessity for report the receipt of an alarms/gnat to the Confact the craw of the report of the confact governmental emergency services, Company will abid to the request bot shall have no lability for not constact governmental emergency services, Company will abid to the request bot shall have no lability for not constacting overnmental emergency services, the word for fabs a lature. Company shall not be responsible for fable a lature fines. No monitoring service is that our event for fabs a lature. Company shall not be responsible for fable a lature fines. No monitoring service is that our event for fabrication shall report to the countries of the discrete fabrication and the secondary dama Signata syndrom for Candination.

4.2.3 Ctent is responsible for training and advising their Contact List, personnel, and representatives of proper System operation, procedure, and sending.

4.2.5 For trouble signals, low battery signals or those signals from equipment monitoring temperature, water, liquid, gasses, machina status or conditions, or other critical alarm incidents, company is responsible only to notify the Premise or Citent's Contact List at the earliest possible time.

4.3 False Alarms. In the event the System is activated for any reason whatsoever, the Cfent shall pay, without any right to be reinforced by Company, any fines, fees, costs, expenses and penaltics assessed egainst Cfant or Generally by any court or BB 1/11/L0 L L

governmental agency, and shall indemnify, hold he of any falso claims from Client's premises.

4.4 Crent acknowledges and agrees that it is Crent's specific Intent that off medical dest signals chall be deemed by the parties to be general enropency signals in recommendation of the parties of the general enropency signals and that is a specific parties of the parties of

4.5 Clearlacknowledges and agrees that Company's sola responsibility upon receipt of a general emergency signal transmitted from the system is to contact the local authorities responsible for the murcipality where the premises are located. Clearly understands and agrees that Company shall not under any extrumstances contact or depatch medical personnel for Clearly of the premises. Clearly agrees to relace, held-harmhese and undersity Company from any and all clearly, sixtees, damages and expenses which Clearly engaged to the premises. It is not contact or depatch medical assistance.

88 1/21/1022 4.6 Non-Warranty Repair/inspection.

4.6.1 Inspection service of security equipment consists of confirming the operability of the system visible components only, inspections of commercial fire equipment will be performed in accordance with NFPA codes. Unless selected in Section 2 on the front page of this Agreement, Client shall pay Company on a time and materia's basis at Company's prevailing charges.

4.6.2 Clant agrees that, if the System is morifored by Company, all service to the System shall be performed by Company only, but Company's duty to service the System is subject to the availability of the original parts or equipment from the original manufacture. Clean tagees to pay Company's standard sorder mater for such service work.

4.6.3 Clent shall pay Company for Non-Warranty repair service on a time and material basis at Company's prevailing charges.

4.6.4 COMPANY PROVIDES NO WARRANTIES ON INSPECTIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/ORFITNESSFOR A PARTICULAR PURPOSE.

4.7 Delays in Service. Company's sole obšgation after receiving a service request for a monitored System is to dispatch a service employee to the Prentisss within a reasonable time. Client bears all responsibility for any interruption in service due to any delay in responding to a request for service.

any delay in responding to a request for service.

As Maintenance Plan. If Ckent selects the Maintenance Plan under Section 2, Company agrees to service the Equipment specified on the attached Equipment String so long as Clent shall not be in default of any provision of this or any other agreement between the parties. Survice shall include the labor and parts required to regalt or replace Equipment which has become detective brought more after and usage. The describes as to whiteher to regal or replace Equipment Which has become a clearly should be present and usage. The describes are present that the present of t

49 Suppension of Service, Shaft Down, Lock Out or Removal of System: Client understands and agrees that Company may, In its scele and absolute discretion, electronically lock out the digital abun communicator transmisser (Panell) permanently in order to limit access to the Pennite Company only, Shook of Sent releases the terror or the properties of the Company only, Shook of Sent release the terror or upon termination of monitoring services for any reason, or if the System becomes a numerary "System or the System courses, or gains of Company only, Shook of Sent releases the System terror or the System terror terror or the System company in the United International Company on the System course of the System course

4.10.1 Client understands that transmission of signals or voice from the System may be via either wireless signal or wire (telephone five, internet, cable modern, DSL, T-1, dial up, etc.) and that atternative or additional protection can be installed at Client's request and exponen as a back up to any one of these transmission modes. Citent further understands that for Equipment which transmissions with wireless transmission, such transmission of messages is probabilistic by its nature and that it can be affected by ground interference, sumospheric conditions, etc. Client acknowledges that the System or the Transmission of signals for the System by wireless, telephone fine, or internet may be interrupted, circumvented or compromised, i.e., cut telephone fine or internet access.

4.10.2 C'ent acknowledges that telephone circuit and Internet transmission of signato requires the C'entr's telephone system, connection to the latelphone network, internet, or telephone fine C'Ensmission Equipment) to be compatible with the System, operating and uninterrupted for a signal to be transmitted by the System or received by the digital alarm receiver located at the central station; if the Timesmission Equipment is incompatible, inoperative or interrupted by natural or human cause as included without firmation, the central of the telephone fine or internet connection, there is no indication of this fical table central station unless telephone fine out security and internet connection supervisory equipment is included as part of the System and, if the Transmission Equipment is incompatible, incperative or interrupted, or signal will be received at the central station unless alternative transmission such as wheless or other available technologies are selected by C'ent at additional cost.

5. INCENNIFICATION AND RELEASE.

5.1 To the maximum extent permitted by law. Client chall defend, indemnify and held harmless Company, its directors, officer 5. I symmetricamment operations of year in some case extend, these many size in an instruction of the operation of the control
related to enabling from, in any way, any product according provided becomes:

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52 Gent shall pay to Company all cests and exponess instaining, without Emission, alloney's fees insured Company and Representative in any dispute arising out of this Agreement and installing any action by the Company to enforce its rights harmander.

5.3 Company makes no promise of delivery and installation of Equipment or commencement of services by any particular date. Client releases Company for all loss, damage and expense to Client arising out of or from or related to any delay in delivery, installation, commencement or completion of the system and initiation of services.

8. PRIORAGREEMENTSWITHOTHERS

8.1 Clent segressents and warrants that Clent's execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Clent segrees to enach, defend, indements and had harmices Company and Representatives from enach against end pay deliberative reconfilions on obligations that Company or Representatives first pay for all claims, domaints, skills, fabilities, losses, damaged, judgments, costs and segrees checking, without tradiction, attempts fees and court order and pay of of Clent's breach of this representation and warranty.

3.3 //// LOC 2

7. MISCELLANEOUS

7.1 No Walver of Breach. If company shall waive any breach by CEent, it shall not be constitued as a walver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a walver of any treach unless specifically waived by Company in whiting. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to hareh.

7.2 Clenits Purchase Order. It is understood and agreed by and between the parties hareto that if there is any conflict between this Agreement and Clenit's Purchase Order, the terms of this Agreement shall govern whether such Purchase Orders are prior or subsequent to this Agreement.

7.3 Assignably of Agreement. This Agreement is not assignable by Clent except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

7.4 Right to Subcontract. The Company may subcontract for the provision of services under this Agreement. Cfent agrees that the provisions of this Agreement are applicable to any subcontractors engaged by Company to provide any service set forth herein.

7.5 Applicable Law. This Agreement shall be governed and construed according to the laws of the State of Ohio, and any action brought to enforce the terms of this agreement, or arising from any services rendered by the Company, shall be brought in the Covert of Common Pleas of Harabica County, Ohio.

7.6 Bloding Agreement. This Agreement becomes binding upon Company only (i) when signed by an authorized representative of Company, who must be a corporate officer if (e) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (ii) upon commencement of services checked above. This Agreement is binding on the before, exerctions, administrations, successors, and permitted assigns of the parties.

7.7 Modifications. All charges or amendments to this Agreement must be in writing and stoned by the parties to be binding

7.8 Integrated Agreement. This instrument contains the entire Agreement between the parties hardto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or impged, warranties, express or impgined, almost an expression of the property of

JABdon ConTARET MEN



<u>Cincinnati</u> 10200 Reading Rd Cincinnati, OH 45241 (513) 733-5655

<u>Columbus</u> 2345 Southwest Boulevard Grove City, OH 43123 (614) 449-2101

<u>Dayton</u> 4099 Industrial Lane Beavercreek, OH 45430 (937) 426-9717 Akron 451 Kennedy Road Cleveland 13015 York-Delta Drive www.silcofs.com Akron, OH 44305 (330) 535-4343 North Royalton, OH 44133 (216) 252-3851 THIS AGREEMENT, THE 'AGREEMENT', MADE BY AND BETWEEN BRAKEFIRE, INC. DBASILCO FIRE & SECURITY HEREINAFTER REFERRED TO AS THE 'COMPANY' AND

Warren Coun	ty Water and Se	ewer_	HEREMAFTER REFERRED TO AS "CLIENT" LOCATED AT
(NAME) RABO FOR MI	1. Treats PO	Fa 1	11 My 4500 513-195-1195
(EQUIPMENT LOCATION)	in sicologica, p	rank	(PHONENUMBER)
1001 Ticher	Sa Laboras OF	1 45%	20 13-19e 11ge
(BILLING ADDRESS)	J. Lebenton UI	, 100.	(PHONENUMBER)
,			# Household
For the consideration and pursuant to the terms and condition Paragraph 4.1. of this Agreement.	ons hereinafter mentioned, Company agrees to sell and p	rovide equipment a	and services as detailed below and as specified in any attached schedules referred
1. EQUIPMENT DESCRIPTION:	211. 2		n
Install (Cellular Commo	micat	w/
	•	,	
Once installed, the Equipment may be collectively referred to	Do the "Sustam"		
*Note: Client acknowledges that (I) additional equipment at	additional cost , can provide increased detection ability, (II) Cilent has voluntar	nly elected to accept the System based on Client's Individual reasons, and (III)
Client understands and agrees that the state or tocal munici determining and complying with such obligations.	pairty may require that the Client obtain a license or permi	l for the installation,	use, or monitoring of the System, and that the Client is solely responsible for
2. SERVICES		•	61000
Security/Fire Menitoring	TIT-1404Bt-	2	TO BE PAID IN THE AMOUNT OF DOOD. per month
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☐ Cell / IP Backup Communication (circle one)	☐ Openings and Closings	<u>ن</u> (ن	A TO BE ONIC IN THE WAY A BE OF
☐ Video Verification,Cameras Access Controt	☐ Supervised Open / Close	Æ,	TO BE PAID IN THE AMOUNT OF per month
☐ Hosted Access ControlDoors	☐ Managed Access control 24 x 7Doors	S /	Adam M. Adam M
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☐ Video Audio Talk Down	oreing por month	PPROVED	
☐ Video Patrols:cameras	patrois per month	¥ 7	
☐ Hosted Video:cameras Maintenance Plan ☐ M-F, 8-5 ☐ 24 x 7		<u> </u>	TO BE PAIC IN THE AMOUNT OF per month
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3. INSTALLATION PAYMENT TERMS			
3,1 Cilent agrees to pay Company for equipment and inst	aliation, the sum of:		
, 500 co m	LEQUIPMENT & INSTALLATION COST	. 0	DOWN PAYMENT
\$	PLUS TAX	*	Upon Signing this Agreement
3.2 Client agrees to pay Company the service charges as d	letailed in section 2 above for a period of one (1) year uni	ess otherwise provi	ided for in a separate schedule as detailed in section 4.1 below. This Agreement shall
commence upon substantial completion of installation of E	quipment which shall mean the time from which the Syste	em is powered and i	put in use. This Agreement shall automatically, without action by either party, extend pives to the Company at least thirty (30) days written notice, prior to expiration date, of
intention to terminate this Agreement upon its original or an	y renewed expiration date.	nou annous onem g	are to allo oculouità actionerantà foot anto vittimic transci bina en orbitation armi et
3.3. DISCLAIMER AND LIMITATION OF LIABILITY			
CLIENT AGREES AND UNDERSTANDS: THAT NEITHER CO CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURAI	MPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDE NCE COVERING CLIENT, CLIENT'S FAMILY AND OTHERS	rs, partners or Who may be on :	EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT CLIENT THE PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY; THAT RECOVERY MY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE
FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE	: LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY;	AND THAT COMPA	MY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE N OF THE SYSTEMS RREACH OF CONTRACT PYPRESS OR IMPLIED REFACH OF
WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMA	AGE TO OR MALFUNCTION OF FACILITIES NECESSARY T	O OPERATE ANY R	N OF THE SYSTEMS, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF EMOTE OR CENTRAL STATION. CLIENT ON BEHALF OF HIMSELF AND HIS INSURER,
	•		DEMPLOYEES FOR ANY LOSS OR DAMAGE COVERED BY CLIENT'S INSURANCE.
THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER T	/ OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRE	DAMAGE OR EXPE CT LIABILITY, BREA	NSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL REGISCENCE OF ANY ACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR
IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, S	SUCH LIABILITY SHALL BE LIMITED TO A MAXIMUM OF	S10,000, COLLECTI	IVELY FOR COMPANY AND REPRESENTATIVES, IT BEING UNDERSTOOD AND T OF AN ADDITIONAL FEE THIS MAXIMUM LIABILITY CAN BE INCREASED AND THE
INCREASED LIMIT WILL BE SET FORTH IN A LETTER PRO	VIDED BY COMPANY.	uro mili i Armani	1 Of Mil Mobiliotities Lee 1130 (Savaniani Propert Aug pe motorogo Aug 1115
4. ADDITIONAL TERMS:			
4.1 This Agreement consists of the terms contained on thi Schedule(s) □ A □ B · □ C □	is page, the reverse side of this document and on any of D 🏻 E 🖟 F 🖂 G 🖂 Other	her attachments inc	dicated as follows:
• • • • • • • • • • • • • • • • • • • •			tile and the verse as the efficiency and many and arready to the amount and fault bounts
 6 Gient further acknowledges that Client has read and unce as well as those terms and conditions on any schedule at 	erstands all of this. Agreamant including the terms and clacked hereto and acknowledges receipt of a true copy (conditions of this st of all applicable sch	ide and the reverse side of this document and agrees to the amounts set forth herein nedules.
6, CANCELLATION (CONSUMER TRANSACTIONS ONLY)			
6.1 You, the Client and buyer, may cancel this t	ransaction prior to midnight of the third bush	ness day after ti	he date of this transaction.
Client //		Silco Fire	& Security
) · / / /
Alian / Municipal	2./.22	1/.	elaul Ferre-
Client (Signature)	(Date)	Authorized 9	Sales Consultant (Signature)
and a second		,0	
Tom /7/1) Samon L	revident	_/<,	chard Lenzer
Cilent (Print Name)	(Title)	Authorized Sal	les Consultant (Print Name)

1. LIMITED WARRANTY

- 1.1 The Company hereby warrands to client that the equipment, whing, and devices that it instalts are instalted in a good and workmanker manner. In the event that any part shall become defective within 90 days from the date of the odginal toroice for this instaltable, company shall repeate or input the delective equipment or part without charge to cfeer. REPAIR AHD REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. This timed warrandy is not insulpatable.
- 1.2 Except for the Intendivarianty as set for in paragraph 1.1, the Company makes NO EXPRESS MARRANTIES as to any matter whatesower, including. Whose services the condition of the engineeral and make NO INPLIED WARRANTIES INCLUDING TIS MEECHANIMABILITY, OR ITS INTENSES FOR ANY PARTICULAR PURPOSE, INCLUDING ANY INPLIED WARRANTY OF MERCHANTABILITY OR THE STREAM FOR THE STREAM FOR THE COMPROMESE OF CRUMPANTED OR CRUMPANTED OR CRUMPANTED OR CRUMPANTED OR CRUMPANTED ALL OTHER WARRANTIES AND SECURIORAL CRUMPANTED ALL OTHER WARRANTIES AND SECURIORAL CRUMPANTED ALL OTHER WARRANTIES AND SECURIORAL CRUMPANTED AND SECURIORAL CRUMPANTED ALL OTHER WARRANTIES AND SECURIORAL CRUMPANTED AND SECURIORAL
- 1.3 This warranty does not cover any damage to material or equipment caused by accident, vandaism, ctent negligence, flood water, fighting, fire, influsion, abuse, misuse, an act of god, any casually, including electricity, attempted unauthorized repail service, modification or improper instatiation by anyone other than the Company, or any other case other than ordinary weer and tear. Failure to follow Company and manufacturer instructions for system operation will void any and all warranties.
- 1.4 The Company shall not be liable for any general, dreet, special, exemplary, punitive, incidental or Consequential Damages which are expressly excluded hereby,
- 1.6 Ctent acknowledges that client is not relying on Company's skill or judgment in selecting or furnishing a system suitable for any particular purpose;
- 1.6 Some states do not allow similations on how long an implied watracty lasts of the exclusion of the similation of incidental or consequential damages, so the above Emitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary, from state to state.
- 1.7 Company does not provide any wananties, express or implied, (HOLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for existing equipment, devices, or witing that are 'taken over' or implemented his the system of definit request.
- 2.1 in addition to the payment terms set forth on page one of this Agreement, the following terms are agreed by the parties.
- 2.2 For any services provided to Client in addition to the terms set forth on page one of this Agreement, including services specifically addressed later in this Agreement, Client shall pay Company on a time and material basis at Company's prevaiting rates. Charges for time and material maintenance services are based upon Company's service rates in effect at the time of
- 2.9 Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are authorized by Clert, disastes, consulting, installation and repair services supplied by Company shall be subject to the terms of this Agreement, except that additional charges shall be made for each additional sales, installation or services.
- 2.4 Company shall have the right to increase charges at any time after the initial term of this
- 2.6 The failure to pay any amount when due shall enable Company, at Company's sole discretion, and in addition to any of the terredies permitted by Isw, to immediately terminate this Agreement, and to case to respond to any alarms received at Company's certical station originating from Clean's Piernises, all without I shifty of any nature hybrosever to Company. Clean's agrees that it shall remain table for the balance of the contract term if I cancels or terminates this agreement prior to the contract end of the asset of the herein, or if it cleans or terminates the agreement prior to the contract end of the asset forth herein, or if it cleans or terminate the agreement prior to the
- 2.6 In the event of any default by Client, without Imiting the rights of Company, Company shall be entitled to retain at prepayments received and Client shall immediately pay to Company (a) all payments then due and payable, and (b) the obligations for the onexpited terms hall immediately accelerate and become then due and payable, and company shall have no further obligation to perform under this Agreement.
- 2.7 In the event this Agreement is canceled by the Cfent any time (and after 3 days for consumer transactions), Cfent will pay Company a fee equal to actual costs incurred by Company prior to cancetation, plus the unused portion of the Contract price. Cfent specifically authorizes Company to deduct such costs, from any deposits held by Company.

3 CHENT'S OUTIES AND RESPONSIBILITIES.

- 3.1 Clent shall carefully and properly operate, set, maintain and test the System in a manner prescribed by Company and/or the manufacturer during the term of this Agreement.
- 3.2 If it the sole responsibilities of the Client to: (i) furnish any necessary talephone sender, time, lacks, network or internal connection at Client's own expense and all telephone or tracemission charges shall be bitled to Client (ii) function an excessive electrical sender, outlets, and current though the Client's net and at the Client's sole expense (iii) confirm that the Telephone, comparter, or network equipment, electrical sender, outlets, and current though the Client's network and there are changes to the Telephone equipment, elevitor of reliteral senders sendered to client by the telephone, callet powder, or other such company, it. viole. call waiting, answering machines, etc. and (iv) lest the System and areas and zones of coverage periodicity, at least morthly and whenever changes are made to the system of the telephone, extend, electrical, criterions service for the Premises. Any chairmed inadequocy or failure of the System shall be immediately reported in writing to Company for service.
- 3.3 Citent is solely responsible for providing and maintaining any computer network facilities (VAN, LAN), computers, or distalbases that interface and/or are connected to System according to the Company and manufacturer specifications and requirements. Clerk will provide the necessary bandwidth, rother configurations, internot protocol (PS), geteway, and subsect mark addiseases as well as famely, qualified assistance for troubleshooting and connecting to their interviet fortizes. Clerk is responsible for creating and entering at data into databases as well as providing any required information or data such as protocols; along an observed.
- 3.4 For camera and video Systems, Client agrees to provide all necessary fighting for proper IBurnisation of viewed areas and understands that video inages are subject to change with the environment. Company cannot guarantee video storage length, intage quality or admissibility of langes for use in court of to make positive identifications. Client is solely Eable for the legatity and content of recording video or audio that may occur both on and off the Premises.
- 3.5 Cfeni is solely responsible for any devices or systems that connect to the System and were not provided by Company, or which are provided by Company but serviced by others, e.g. five suppression, HVAC, Fighting, elevators, doors, locks, openers, gates, etc. For elevator recall applications, customer is to supply telephone lines and all elevator control equipment, programming, and testing. Should any such perhipsral or cotalers system custs makincia, decrease effectiveness, or disable System, responsibility for the same is with Ofant and shad void Company's warranty.
- 3.6 Clent agrees to furnish to the Company and to maintain with it an updated list of ainm user codes and passwords, and an updated list of manes of individuals, and phone numbers that should be notified in the event of an ainm and to which company may respend to request for service or change to the system, also codectively referred to as the Contact List. Cleman and the company may respend to request for service or change to the system, also codectively referred to as the Contact List. Cleman and the company may represent the company of the contact List. Cleman and the cleman and the contact List. Cleman and the contact List. Cleman and the cleman and
- 3.7 Suspension of Senice. Clent agrees that Company's obligations hereundar are waived automatically without notice and Clent releases Company to all loss, damage and expense in the event that the central station, telephone network, equipment, or facilities necessary to operate his Postioner central station are described, damaged, inoperable or malfurction to any reason whatovers, for the duration of such interruption of sentce, and Clent shall be entitled to reinforcement of the unearned charge past for the period of interruption on request of Creat and this shall be the fint to Company's Sabita;

CAMBER PART OF THE PROPOSITION CHARGEST OF CHARGEST PART OF COMPANY'S SERVEY.

AS CLIENT SCHOOLOGIES THAT WHERE BURGLAR AND FER ALARM OR ACCESS CONTROL EQUIPMENT OR YIDEO CAMBERS AND PROVIDED, THE SYSTEM IS DESIRADED TO DETECT, RESTRICT, SENSE, RECORD, OR YIDEO CAMBERS AND PROGRAMMED THE SESTEM IS DESIRADED TO DETECT, RESTRICT, SENSE, RECORD, OR YIDEO THOSE AREAS SPECIFICALLY CONTAINED IN THE COMPINENT DESCRIPTION OR ZOUR LIST PROVIDED TO CLEENT AND FURTHER ARE LUMINED TO HOW THEY YIERE ACTUALLY INSTALLED, TESTED, AND PROGRAMMED FOR THE CLIENTS FURTHER DESIRED COMPANDED TO HAVE THE RISTALLATION OR AFTERWARDS; THAT SUCH EQUIPMENT PERFORMS ONLY THOSE FUNCTIONS AND THE SYSTEM IS ACTIVATED ONLY UNDER THE CIRCLUSTRACES USED IN THE MAMPHACTURES MANUALS AND SPECIFICATIONS INCORPORATED FERRIL BY REFERENCE, FURTHER, CLIENT ACKNOWN, EDGES THAT (A) COMPANY HAD EXPLANED THE FULL PRIVACE OF PROTECTION, EQUIPMENT OF ANY COMPANIES OF CHARGES THAT (A) COMPANY HAD EXPLANED THE FULL PRIVACE OF PROTECTION, EQUIPMENT OF AN OF HIS CONTROL OF THE PROTECTION FOR TH

4. TERMS OF SERVICES PROVIDED

- 4.1 Title to the digital alarm communicator or System transmitter and its appropriate software program shall remain at all times in Company. Title to all other Equipment and material shall remain at all times in Company until fully paid.
- 4.2 Central Station Monitoring/Remote Station Monitoring.
- 4.2.1 Central Station Monitoring service, if selected under Section 2, consists solely of contacting governmental emergency services and/or the Crein's Printise and/or Chen's contract let no more than once upon receipt or latim signals transmitted from the System to the central station. Company's efforts to notify governmental, emergency service or Crein's Contact List shall be selsafied by advice by telephone to any person answering the telephone at the telephone annotating the contact at the telephone annotating provided to Company in writing or by leaving a mass say with a telephone annotating service or any mechanical, electrical, electrical, electrical or electrology per ministing the accordation of voice or data communications.
- 4.2.2 Upon receipt of an alarm signal and prior to telephoning any other person or entity. Company may, in its sole and absolute discretion and without any fability, contact or attempt to contact the Premises to confirm the necessity to report the receipt of an alarm signal to the Contact list or any other present, or governmental energency received. Upon an affairs adams from the contact povernmental energency services. Company will abide to the request but shall have no fability for not contacting governmental energency services, in the event of a false alarm, Company shall not be responsible for fabe alarm finas. No monitroding service shall be received for the design final shall be requested to the contact final cont
- 4.2.3 Client is responsible for training and advising their Contact List, personnel, and representatives of proper System operation, procedure, and servicing.
- 4.2.5 For two big signals, low bettery signals or those signals firm equipment monitoring temperature, water, Equid, gasses, machine status or conditions, or other critical alarm incidents, company is responsible only to notify the Premise or CCent's Contact Little Little exitest possible time.
- 4.3 Feks Alarms. In the event the System is activated for any reason whatsoever, the Client shall pay, vilhout any right to be relimbursed by Company, any fines, fees, costs, expenses and penalties assessed against Client or Company by any count or a second of the company by any count 1/21/2046

- mkss and relatives Gompany for any such expon
- 4.4 Clent acknowledges and egrees that it is Cfent's specific intent that all medical siert signals shall be deemed by the parties to be gained immergency signals that of the parties of begained immergency signals and NOT signals denoting any medical emmegancy regularing company to contact or dispects any medical, hostplat, ambiduance, or other like entity, person or savice (bereinated "Vaderal Assistance"). Clent agrees that it is Cfent's sole responsibility to (i) prepare for any medical emergency, and (ii) created or dispection, and/or make other arrangements to contact or displants, indical parks other arrangements to contact or displants, indical parks when necessary by means other than through Company.
- 4.5 C5ent acknowledges and agrees that Company's sola responsibility upon receipt of a general emargency signal transmitted from the system is to contact the local authorities responsible for the municipality where the premises are located. Clear understands and agrees that Company shall not under any circumstances contact or dispatch medical personal for Ctent to the premises. Cfent agrees to release, held-ammisses-end-indematify Company from any and all claims, losses, damages and expenses which Cbant-eveny-other person-or-entity, claims as related to or as a consequence of Company's failure to contact or dispatch medical assistance.
 - BB 1/21/20LL
- 4.8.1 Inspection service of security equipment consists of confirming the operability of the system visible components only. Inspections of commercial fire equipment with be performed in accordance with IMPA codes. Unless selected in Section 2 on the finding of the Appendix of Company is prevaingly charges.
- 4.8.2 Clent agrees that, if the Systam is monitored by Company, all service to the Systam shall be performed by Company only, but Company's duty to service the System is subject to the availability of the original parts or equipment from the original manufacturer. Clent agrees to pay Company's standard service rates for such service work.
- 4.6.3 Client shall pay Company for Non-Warranty repair service on a time and material basis at Company's prevailing charges.
- 4.6.4 COMPANY PROVIDES NO WARRANTIES ON INSPECTIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/ORFITNESS FOR A PARTICULAR PURPOSE,
- 4.7 Delays in Service. Company's sole obligation after receiving a service request for a meniored System is to dispatch a service employee to the Premises within a reasonable time. Clent bears at responsibility for any interruption in service due to any detay in responding to a request for sarvice.
- any delay in responding to a request for san/tee.

 4.8 Maintenance Plan, if Crient selects the Maintenance Plan under Section 2, Company agrees to service the Equipment, specified on the attached Equipment Isting so long as Client shall not be in default of any provision of like or any other agreement between the parties. Service shall include the libror and parts required to repair or replace Equipment which has become defective through normal wavar and usage. The decision sate whether to repair or replace Equipment which has become defective through normal wavar and normal usage shall be determined by Company, to the event Company decides to replace said failed part or price of Equipment Company shall have her eight or replace Equipment which has otherwise the convention of the experiment of Equipment which has otherwise become defective, including but intricted to, damage caused by accidents, physical abuse or misuse of the Equipment, acts of God, and lines. Service also excludes tabled and malerials for costs of relocation, rearrangement, addition to, or removal of Equipment, Company is any advantaged to the experiment of Equipment of Equip
- 43 Surpension of Senvire, Shut Devn. Lock Out of Removal of System: Clerk understands and agrees that Company may, in its sale and absolute discretion, electronically lock and the digital starm commodeate transmitter (Panell) permanently in older to limit access to the Panel to Company only, Should Clerk default herework, or on the Internation of the Company only, Should Clerk default herework, or on the Internation of the Company on the System excessively signate. Company or sent of the Company on the System excessively signate Company to sent or state of the Company or sent of the Company or System of the System excessively signate. Company to sent of the following: remove the System from the Premises of instaltation and sele pictor not fully passible, to disconnect the System, to shut down the Panel andore System andor render some or as of the Engineering Chapathe of visionally does by or communicating with any central station. The exection of the following the Company shall have the fight to enthree all other remotes or eights. In this event of 'Innavary' or 'Excessive signats', the Clerk must authorize and pay for the Company to sensed the abundance within 24 hours to avoid possible charges for signate sent.
- 4.10 Transmission of Alarm Signals.
- 4.10.1 Client understands that transmission of signals or voice from the System may be via either wheless signal or whe (stelphone fine, Internet, cable modern, DSI, T-1, dial up, etc.) and that attemative or additional protection can be installed at Client's request and expense as a back up to any one of these transmission modes. Client further understands that for Equipment which transmits dignals via wheless transmission, such transmission of messages is probabilistic by its nature and that it can be affected by ground interference, atmospheric conditions, etc. Client acknowledges that the System or the Transmission of signals for the System by wireless, telephone Ene, or internet may be interrupted, circumvented or compromised, i.e. cut telephone line or internet access.
- A 10.2 Clant a terrovietoges that letephone circuit and internet transmission of signals requires the Clant's blephone system, connection to the itie phone new look, internet, or telephone Fey (Transmission Frugioner); to be compable with the system, operating and uniforms/registed for a signal to be transmission for the requirement of the phone of the signal point of the signal to be transmission for the property of the prope

5. INDEMNIFICATION AND RELEASE.

- 5.1 To the maximum extent committed by low, Crient chall defend, indemnity and hist-hamicos-Company, its directors, officers, agents, complayees, charcholders and/or excigns, and/do subsentrations and supplies in wheelth the provides not expines to Crem, from the defines, connected action, because the content of expines to Crem, from the defines, connected defines, except the content of expines the content of expines and content of expines the content of expines and expine the content of expines the content of expines and expine the content of expines and expine the - 5.3 Company makes no promise of delivery and installation of Equipment or commencement of services by any particular date. Cited refeates Company for all loss, demange and expense to Chest arising out of or from or related to any delay in delivery, nationalistics, commencement or completion of the system and inlation of services.

8. PRIORAGREEMENTSWITHOTHERS

6.1 Client represents and warrants that Clent's execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Client agrees to pretent, defend, indemnify and holds harmless Company and Representables from and opposite and pay without any condition or designates that Company or Responsables that they have a client or any condition or designates that Company or Responsables that they have a client of the BB 1/21/1002

7. MISCELLANEOUS

- 7.1 No Visiver of Breach. If company shall waive any breach by CEenl, it shall not be construed as a waiver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specificacly washed by Company in writing. Conspany's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available over through not expressly referred to herein.
- 7.2 Chen's Purchase Order. It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Chan's Purchase Order, the terms of this Agreement shad govern whether such Purchase Orders are prior or subsequent to this Agreement.
- 7.3 Assignably of Agroement. This Agreement is not assignable by Cfent except upon the written consent of Company, which shall be in Company's cole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its cole and absolute discretion.
- 7.4 Right to Subcontract. The Company may subcontract for the provision of services under this Agreement, Ctant agrees that the provisions of this Agreement are applicable to any subcontractors engaged by Company to provide any service set footh bertia.
- 7.5 AppScable Law. This Agreement shall be governed and construed according to the laws of the State of Dhio, and any action brought to enforce the terms of this agreement, or arising from any services rendered by the Company, shall be brought in the Court of Commany Pleas of Harstine Courty, Otho.
- 7.6 Binding Agreement. This Agreement becomes binding upon Company only (i) when signed by an authorized representative of Company, who must be a corporate officer if (a) there are any additions to the Agreement, or (b) any of the printed terms and conditions have been attenct (edited or substituted by when wording, or (ii) upon commencement of services checked above. This Agreement is binding on the halte, executors, administrators, successors, and permitted assign of the parties.
- 7.7 Modifications, All changes or amendments to this Agreement must be in writing and signed by the parties to be blading on the parties.
- 7.8 Integrated Agreement. This instrument contains the entire Agreement between the parties herelo with respect to the transactions described herelo and supersedes all prior or current negolations, commitments, contracts, express or implied, statements and representations, whether written or oral, perfailing tieteries, of orbitich shall be deemed integral first lists agreement. Neither party has authority to make or claim any representation, therein statement, variously, or inducement that that one or presentations that the contraction of herein the contractions of the party has authority to make or claim any representation, term, promise, condition, statement, variously, or inducement that that one or present herein.

Bol Bobine 10-TRACT MEN



Client (Print Name)

<u>Cincinnati</u> 10200 Reading Rd Cincinnati, OH 45241 (513) 733-5655

Akron 451 Kennedy Road Akron, OH 44305 (330) 535-4343

Beavercreek, OH 45430 (937) 426-9717 Cleveland 13015 York-Delta Drive North Royalton, OH 44133 (216) 252-3851

<u>Dayton</u> 4099 Industrial Lane

Columbus 2345 Southwest Boulevard Grove City, OH 43123 (614) 449-2101

www.silcofs.com

THIS AGREEMENT, THE "AGREEMENT", MADE BY AND BET	WEEN BRAKEFIRE, INC. DBASILCOFIRE & SECURITY HI	EREINAFTER REFERRED TO	DASTHE "COMPANY" AND
(NAME) Warren County	Water and Sen	<u> </u>	_Hereinafter referred to as "client" located at
2086 West State	Route 22 Mainer	ville OH.	_HEREINAFTER REFERRED TO AS "CLIENT" LOCATED AT " 45039 573 - 695 - 1195 - (PHONE NUMBER) 5039 513 - 695 - 1195 - (CLIENTER NUMBER)
(BILLING ADDRESS)	ce Dr. Lebeno	OH. 43	5039 513-695-1195 (PHONENUMBER)
For the consideration and pursuant to the larms and conditing Paragraph 4.1. of this Agreement.	ons hereinafter manifoned, Company agrees to sell and p	provide equipment and servi	ces as detailed below and as specified in any attached schedules referred
1. EQUIPMENT DESCRIPTION:	/ / /	•	
- Install Cell	ular Communicas	tur	
Once installed the Fordament may be self-elisable of a dis-	the footbase		
once installed, the Equipment may be collectively referred to 'Note: Client acknowledges that (f) additional equipment at a Client understands and agrees that the state or local munici, determining and complying with such obligations.	additional cost, non-provide increment detection attite, 20) Client has voluntarily elect t for the Installation, use, or r	ed to accept the System based on Citent's individual reasons, and (iiii) monitoring of the System, and that the Citent is solely responsible for
2. SERVICES Security/Fire Monitoring		y.	TO BE PAID IN THE AMOUNT OF 40.00 per month
☐ Security	[] Total Connect Basic	ź	_
Tire Dicell /IP Primary Communication (circle one)	☐ Total Connect Automation ☐ Total Connect Video	TOFORM	TO BE PAID IN THE AMOUNT OF
☐ Cell / iP Backup Communication (circle one)	Openings and Closings		to.
☐ Video Verification,Cameras	☐ Supervised Open / Close		₹
Access Control Doors Doors	☐ Managed Access control 24 x 7	- 1 W	DO TO BE PAID IN THE AMOUNT OF per month
☐ Unlimited Custom ID Card Requests	ActiveUsers	ASA	
Video D Video Monitoringcameras	events per monthoverage rate	PPROVED Adam	TO BE PAID IN THE AMOUNT OF per months
☐ Video Audio Talk Down	orano por moralorange rate	∑ (V) (₹	ro
☐ Video Patrols:cameras ☐ Hosted Video: cameras	patrols per month	2 V	
Maintenance Plan D M-F, 8-5 D 24 x 7		192	SS TO BE PAID IN THE AMOUNT OF per month
☐ Security System ☐ Wideo System ☐ Fire Alarm System ☐ DAccess Control S	Don't	\$ \mathcal{I}	₹
☐ Fire Alarm System ☐ ☐Access Control Stage of the Preventative Maintenance	ъуstеm	1	TO BE PAID IN THE AMOUNT OF per month
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☐ Access Control System		⊒ Annual	
Billing □ Annual SQuarterly , /, /	. 0 .		
□ Mailed □ Emailed W 11/0	ater. ap a co. WA	<u>ren</u> .Oh.us	
WILL BE PROPATED TO THE FIRST DAY OF THE MONTH	ABLE ON THE FIRS VDAY OF THE MONTH FOLLOWING TO	HE DATE OF INSTALLATION	AND ON THE FIRST DAY OF ALL FUTURE BILLING CYCLES, ALL CHARGES
3. INSTALLATION PAYMENT TERMS			
0.40%			
3.1 Cilent agrees to pay Company for equipment and insta	llation, the sum of:	~ ``	
\$ 300.00 TOTAL	EQUIPMENT & INSTALLATION COST PLUS TAX	s_O	DOWN PAYMENT
3.2 Client agrees to pay Company the service charges as de	Itiliad in parlian 2 above for a paried of one Idle years wite	see albanidea provided for le	Upon Signing It is Agreement a separate schedule as detailed in section 4.1 below. This Agreement shall
	opinion which shall mean the time from which the System Sessive periods of one (1) year each, after the initial peri		a separate schedule as detailed in section 4,1 belov. This Agreement shell . This Agreement shell automatically, without action by either party, extend e Company at least thirty (30) days written notice, prior to expiration date, of
3.3. DISCLAIMER AND LIMITATION OF LIABILITY CLIENT AGREES AND INDERSTANDS: THAT NEITHER COM-	PANY NOR ITS BIRECTORS OFFICERS SUADEROLDER	e sapruide de cum ove	CCO (CALL PATRICIA ARPRAPARATIVATOR IN LIA HAVE TO THE
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WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAG	TE TO OR MAI PHINTING OF EACH HERE NECESSARY TO	N ROM-OFERATION OF THE	REPRESENTATIVES ARE RELEASED FROM ALE IABILITY DUE TO ACTIVE SYSTEMS, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF R CENTRAL STATION. CLIENT ON BEHALF OF HIMSELF AND HIS INSURER, EES FOR ANY LOSS OR DAMAGE COVERED BY CLIENT'S INSURANCE.
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4. ADDITIONAL TERMS:	DEC DE COMPANI,		
4.1 This Agreement consists of the terms contained on this Schedule(s) [] A [] B [] C [] D	□ E □ F □ G □ Other		
5 Client fürther acknowledges that Client has read and under as well as those terms and conditions on any schedule atta-	rstands all OT this. Agreement including the terms and co ched hereto and acknowledges receipt of a true copy of	inditions of this side and the all applicable schedules.	s reverse side of this document and agrees to the amounts set forth herein
 cancellation (consumer transactions only) f.1 You, the Client and buyer, may cancel this tra 	ansaction prior to midnight of the third busing	ess day after the date o	of this transaction.
Client		Silco Fire & Sec	urity
v= /1 /1.		W.	1 11
X/ (m) mm	? <u>-/-22 </u>	Mich	and lenger
Client (Signature)	(Dale)	Authorized Sales Cons	sultant (Signature)
Trun GARKEN D	reident	Pinha	collarger
Client (Print Name)	(Title)	Authorized Sales Consul	tant (Print Name)

- 1.1 The Company hereby warrants to cfent that the equipment, witing, and devices that it installs are installed in a good and workmanks manner. In the event that any part shall become defective within 90 days from the date of the original invoice for this installed), company shall replace or repell the defective equipment or part without charge to cleent. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. This invited warranty is not assignable.
- 1.3 This warranty does not cover any damage to material or equipment caused by accident, vandation, clear regigence, flood water, spiritaring, fire, infusion, abuse, missues, an act of god, any casualty, including electricity, attempted unauthorized repairs service, modification or improper installation by any proce other than the Company, or any other case other than ordinary wear and tear. Failure to follow Company and manufacturer instructions for system operation will void any and all warranties.
- 1.4 THE COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNTIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE EXPRESSLY EXCLUDED HEREBY.
- 1.6 Citont acknowledges that client is not relying on Company's skill or judgment in selecting or furnishing a system suitable for any particular purpose;
- 1.6 Some states do not atow finitiations on how long an implied warranty lasts or the exclusion or the finitation of incidental or consequential damages, so the above finitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary, from state to state.
- 1.7 Company does not provide any warrantes, express or implied, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for existing equipment, devices, or witing that see "taken over" or implemented into the system of identify request.
- 2. PAYMENT TERMS
- $2.1\,\mathrm{ln}$ addition to the payment terms set forth on page one of this Agreement, the following terms are agreed by the parties.
- 2.2 For any services provided to Cfant in addition to the terms set forth on page one of this Agreement, including services specifically addressed later in this Agreement, Cfant that pay Company on a time and material basis at Company's provailing rates. Charges for time and material maintenance services are based upon Company's service rates in effect at the time of service.
- 2.3 Additional Equipment or Service. If, at any time after the data hereot, additional equipment or services are authorized by Cland, alliables, consulting, instaltation and repair services supplied by Company shall be subject to the terms of this Agreement, except that additional charges shall be made for such additional sales, installation or services.
- 2.4 Company shall have the right to increase charges at any time after the initial term of this Agreement.
- 2.5 The failure to pay any amount when due shall entitle Company, at Company's sole discretion, and in addition to any of the remedies permitted by law, to immediately terminate this Agreement, and to cease to respond to any alarms received at Company's central station originating from Clant's Premises, at without faithful of any nature whatsever to Company. Clant agrees that it shall remain faith for the balance of the contact term if it cancels or farmfales this agreement prior to the contract term if it cancels or farmfales this agreement prior to the contract and date as set forth herein, or if it ceases payment on this agreement for any reason.
- 2.6 In the event of any default by Cleral, without Initing the rights of Company, Company shall be entitled to relain all prepayments received and Clerat shall immediately pay to Company (a) all payments then due and payable, and (b) the obligations forth unexplored terms half immediately pay to Company (a) all payments then due and payable; and company shall have no further obligations to the number of the Agreement.
- 2.7 In the event this Agreement is canceded by the Ctent any time (and after 3 days for consumer transactions), Ctent will pay Company a fee equal to actual costs incurred by Company prior to cancededin, plus the unused portion of the Contract price. Ctent specifically authorizes Company to deduct south costs, firm any deposits held by Company.
- 3.1 Client shall carefully and properly operate, set, maintain and test the System in a manner prescribed by Company and/or the manufacturer during the term of this Agreement.
- 3.2 It is the sole responsibilities of the Cfint lot (f) furnish any necessary telephone sended, fines, jacks, network or internet connection at Cfients own expense and oil telephone or transmission charges shall be killed to Cfient (fill furnish an necessary selectical sender, outlets, and current though the Cfient's meter and at the Cfient's sole expense (fill confirm that the Telephone, comparts, or network excipance) is compatible with the System when there are changes to the Telephone equipment, natwork or internet senders rendered to clear by the telephone, codip provide, or other such company, it. Volce, and waiting, answering machines, etc. and (full test the System and snees and zenes of coverage periodically, at least monthly and whenever changes are made of the system or to the telephone, network, electrical, or internet service for the Premises. Any columed inadequacy or feiture of the System shall be immediately reported in writing to Company for service.
- 3.3 Cient is solely responsible for providing and maintaining any computer network facifies (WAN, LAN), computers, or databases that Interface and/or are connected to System according to the Company and manufactures specifications and requirements. Cient will provide the necessary bandwish, router configurations, interrupt protocol (PP), patienty, and student mask addresses as well as finely, qualified assistance for troubteshooting and connecting to their network facilities. Clent is responsible for creating and entering all data into databases as well as providing any required information or data such as pictures, logo, and barcodes.
- 3.4 For camera and video Systems, Clent agrees to provide all necessary Lighting for proper illumination of viewed areas and understands that video images are subject to change with the environment. Company cannot gurrande video storage length, image quality or admissibility of lenges for use in cord or to make positive Identifications. Clent is solely fable for the Legalty and content of recording video or audio that may occur both on and ell the Premises.
- 3.5 CERRI is solely responsible for any devices or systems that connect to the System and were not provided by Company, or which are provided by Company but serviced by others. e.g. for suppression, HVAC, [spiting, elevators, doors, locks, operans, pales, etc. For elevator recel applications, customer is to supply telephone than and all elevator control ecipheme, programming, and testing. Should say soon peripheral or collaters system cause mailtanction, decrease effectiveness, or deable System, responsibility for the same is with Elected and shall void Company's warrant.
- 3.6 Clent agrees to furnish to the Company and to maintain with it an updated list of alarm user codes and passwords, and an updated list of names of individuals, and phone numbers that should be notified in the event of an alarm and to which company may respond to request for service or change to the system, also collectively referred to as the Contact List. Clent shall also furnish a written opening, closing, and holiday schedule, or other special instructions, if applicable to the services provided herein. Clent agrees to provide all information, changes, revisions and modifications to the Company in writing in a timely manner.
- 3.7 Suspension of Service. Cfeel agrees that Company's obfigations hereunder are walved automatically without notice and Cfent ricesses Company for all loss, damage and corperse in the event that the central station, telephone network, equipment, or facilities necessary to operate the System or central station are destroyed, damaged, hoppension or manufaction for any reason whatsoever, for the duration of such interruption of service, and Cfent shall be entitled to reimborsement of the unexamed charge paid for the period of interruption on request of Cfent and this shall be the Smit of Company's facility.
- 3.8 CLIENT SELECTED SERVICE

38 CLIPIT SELECTED SERVICE
CLIPIT ACRUSTACES THAT WHERE BURGLAR and/or FIRE ALARM OR ACCESS CONTROL EQUIPMENT OR WIDED
CAMERAS ARE PROVIDED, THE SYSTEM IS DESIGNED TO DETECT, RESTRICT, SEINS, RECORD, OR WER OAM
THOSE AREAS SPECIFICALLY COMMENTED IN THE COMPRENT DESIGNED, TO RESTRICT, SEINS, RECORD, OR WER OAM
THOSE AREAS SPECIFICALLY COMMENTED IN THE COMPRENT DESIGNED FOR THE CLIENT'S
FUNDER ARE LIMITED TO HOW THEY WERE ACTUALLY WISTALLER, TESTED, AND PROGRAMMED FOR THE CLIENT'S
HERD DESIRED COMPENDE AND HAIT THE CLIENT MAY HAVE CHANGED THE COVERAGES DURNON THE INSTALLATION
OR ATTERNARIOS; THAT SUCH ECUIPMENT PREFORMS DAY THOSE FUNCTIONS AND THE SYSTEM IS ACTIVATED
ORATY WORDER THE CIRCUMSTACES LISTED IN THE AMARPACHURENS MANIALS AND SECRIFICATIONS DECOPPORATED
HEREN BY REFERENCE, FURTHER, CLIENT ACKNOWLEDGES THAT (A) COMPANY HAD EXPLAINED THE FIRL RANGE OF
PROTECTION, EQUIPMENT AND SERVICES MANIALS OF THE CHANGE AND HAS CONTRACTED FOR DRY
THE EQUIPMENT AND SERVICES TIENZED ON THIS ACREEMENT AND (C) ADDITIONAL ELECTRORIC PROTECTION, EARTH AND SCHOLLED THE THAT PROVED HEREN IS AVAILABLE AND MAY BE OBTASTED FROM COMPANY AT AN
ADDITIONAL COST TO THE CLIENT.

- 4. TERMS OF SERVICES PROVIDED
- 4.1 Title to the digital alarm continuation or System transmitter and its appropriate software program shall remain at all times in Company. Title to all other Equipment and material shall remain at all times in Company until fully paid.
- 4.2 Central Station Monitoring/Remote Station Monitoring.
- 4.2.1 Central Station Monitoring service, If selected under Section 2, consists solely of contacting governmental emergency services ancidor the Crient's Premise andior Chen's contract list no more than once upon receipt of attains signate transmitted from the System to the certain station. Company's efforts to notify operamental, emergency service or Crient's Contact List shall be satisfied by addice by frieighone to any person answering the talephone at the telephone number(s) provided to Company in writing or by learing a message with a telephone answering service or any mechanical, electional reflections of the technology permitting the recordishing of volve or data communications.
- 4.2.2 Upon receipt of an alarm signal and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any lability, contact or alternative contact the Premises to confirm the necessity to report the receipt of an alarm signal to the Contact the or say other person, or governmental energency services. Does not share, I for an advorted passoode holder requests not to contact governmental energency services. Company will abid to the request but shall have no lability for not contacting governmental energency services. In the world of a fise elam. Company shall not be respectable for fasting alarm fises, No monitoring service shall be reviewed for undefined or underligible signals. Citart may request a copy of their current contact sit or a fist of their System alarm zones and the associated Alarm Signals surptime for claritaction, review, and changes.
- 4.2.3 CFent is responsible for training and advising their Contact List, personnel, and representatives of proper System operation, procedure, and servicing.
- 4.2.5 For knobbs signats, low battery signats or those signats from equipment monitoring temperature, water, Reptd, gasses, machine status or conditions, or other critical altern incidents, company is responsible only to notify the Premise or Citentia Contact List List the earliest possible time.
- 4.3 False Alarms. In the event the System is activated for any reason whatspever, the Client shall pay, without any right to be relimbursed by Company, any fines, lees, costs, expenses and penalties assessed against Client er-Gempany by any court or 388 1/2/1202

- governmental agency, and shall indomnify, hold harmides and relimbures Company for any such expendant/follows from Chent's prendices:
- 4.4 Clent acknowledges and agrees that it is Clent's specific intent that all medical sted signals shall be deemed by the parties to be general emergency signals (increase) and interest of the parties of the general emergency Signals and MOT signals devoting any medical emergency engular can MOT signals devoting any medical emergency engular government of the entity person or service development. Assistance 1. Clent agrees that it is Clent's sole responsibility to (i) prepare for any medical emergency, and off, and/or make other enrangements to contact or dispatch, and/or make other enrangements to contact or dispatch, Medical Assistance if and when necessary by means other than through Company.
- 4.6 Ctent acknowledges and agrees that Company's sole responsibility upon receipt of a general emergency signaltransmitted from the system is to centar the local authorities responsible for the musicipatry when the prentses are located. Clear understands and agrees that Company shall not under any circumstances contact or dispatch medicat personnel for Clear to the prentses. Ctent agrees to release, hald-hormices and indicates, locatings the many and all claims, losses, damages and expenses which Chent,-or-eny-other-person-e-renigh, fallins as related to or as a consequence of Company's failure to contact or dispatch medical assistance.

 B. B. I I I I LELE L.
- 4.8.1 Inspection service of security equipment consists of confirming the operatility of the system visible components only. Inspections of commercial fire equipment will be performed in accordance with NFPA codes. Unless selected in Section 2 on the front page of this Agreement, Ctent shall pay Company on a time and materials basis at Company's prevailing charges.
- 4.6.2. Clant agrees that, if the System is monitored by Company, all service to the System shall be performed by Company only, but Company's duty to service the System is subject to the availability of the original parts or equipment from the original manufacture. Chartagease to pay Company's standard service rates for such service work.
- 4.6.3 C5ent shall pay Company for Non-Warranty repair service on a time and material basis at Company's prevailing charges.
- 4 6.4 COMPANY PROVICES NO WARRANTIES ON INSPECTIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/ORFITNESSFOR A PARTICULAR PURPOSE.
- 4.7 Delays in Service, Company's sole obligation after receiving a service request for a monitored System is to dispatch a service employee to the Premises width a reasonable time. Cleant bears all responsibility for any Interruption in service due to any diskip in responding to a request for service.
- any delay in responding to a request tor service.

 4.8 Maintenance Plan, If Crent selects the Maintenance Plan under Section 2, Company agrees to service the Equipment specials on the attached Equipment Issing so long as Crent shall not be in delauti of any provision of this or any other agreement between the parities. Service shall include the libber and pasts required to repair or replace Equipment which has become defective through normal wear and usage. The decision as to whether to repeir or replace Equipment which has become defective or failed through normal wear and normal trages shall be determined by Company, In the event Company decides to replace said leight oper or present explainment of the ex
- 4.9 Suppension of Service, Sink Down, Lock Out or Removal of System: Clent undestands and agrees that Company may, in its sole and absolute discretion, electricity yet; out the digital atam continuitative transmiter ("Panel") permanently in order to first access to the Panel to Company or System to S
- 4.10.1 Client understands that transmission of signals or voice from the System may be via either wireless signal or wine (felephone line, internet, cable modern, DSL, T-1, dial up, etc.) and that alternative or soldstand protection can be installed at Client's request and expense as a back up to any one of these transmission modes. Client further understands that for Europeane Mixel harseries signals via wireless transmission, such instancision of messages is probabilities by its nature and that it can be affected by ground interference, atmosphetic conditions, etc. Client acknowledges that the System or the Transmission of signals for the System by wireless, talephone line, or Internet may be intermeted, circumvented or compromised, i.e. cut talephone line or Internet access.
- 4.10 2 Clent acknowledges that telephone circuit and internet transmission of signals requires the Clent's telephone system, connection to the telephone network, internet, or (siephone fine (Transmission Equipment) to be convasible with the System, operating and uniformated for a signal to be transmitted by the System or received by the digital attem receiver located at the central station; if the Transmission Equipment is incorposable, inoperative or interrupted by natural or human cases including, whole if it is included as a part of the central station unless telephone in control internet connection, there is no indication of this fical that central station unless telephone in cut security and internet connection supervisory equipment is included as part of the System and, if the internet connection is unlessed to the central station unless alternative reasonables, increasing or interrupted, or signal visit be received the central station unless alternative transmission such as wireless or other available technologies are sealed by Clent at additional case.
- 5. INDEMNIFICATION AND RELEASE.
- 5.1 To the maximum extent permitted by law. Cleant shall defend, indomnity and hold harmies Company, its discelore, efficers, agents, employees, charcholders and/orsesigns, and its subsantiations and explicits involved in the providen of sentices to Seland, from all chime, excessed addition, because of addition, because of addition, because of addition, because of addition, according to the chimeted to any chimeted interpretable estimately. Seland provides the chimeted to any chimeted the any chimeted to any dependence including, without the tradition, alterney's test incurred Company and representables in any dependence withing out of this Agreement and including any order by the Company to enforce its rights benefit and any chimeted to any dependence in an
- 5.3 Company makes no promise of delivery and installation of Equipment or commescement of services by any particular date. Often treleases Congregation for efficient and expenses to Citerial arising out of or them or related to any delay in delivery, installation, commencement or completion of the system and initiation of services.
- 8. PRIORAGREEMENTSWITHOTHERS
- 6.1 Client represents and warrants that Client's execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Client-agrees to protect, defend, indomnity and hold-hamiless Company and Representatives from and applied and pay obligated in the Obligation and Company of Representatives and apply of the Agreement of the Company of Representatives and apply of the Agreement of the Company of Representation and specific and the Company of Representation, within a table of the Company of the
- 7. MISCELLANEOUS
- 7.1 No V/ahver of Breach. If company shall waive any breach by C Eent, it shall not be construed as a waiver of any subsequent breach, and Company's falling to exercise any rights hereunder shall not be construed as a waiver of any breach under specifically waived by Company in windp. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
- 7.2 CSent's Purchase Order. It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and CSent's Purchase Order, the terms of this Agreement shall govern whether such Purchase Ordera are place rost by proposed to the Agreement.
- 7.3 Assignably of Agreement. This Agreement is not assignable by Clent except upon the written consent of Company, wit shall be in Company's sold and absolute discretion. This Agreement or any potten thereof is assignable by Company in its sold and absolute discretion.
- 7.4 Fight to Subcontract. The Company may subcontract for the provision of services under this Agreement. Clent agrees that the provisions of this Agreement are applicable to any subcontractors engaged by Company to provide any service set
- 7.5 Applicable Law. This Agreement shall be governed and construed according to the laws of the State of Ohio, and any action brought to enforce the terms of this agreement, or arising from any services rendered by the Cempany, shall be brought in the Count of Common Pleas of Haristic County, Ohio.
- 7.6 Binding Agreement. This Agreement becomes binding upon Company only (i) when signed by an authorized representative of Company, who must be a corporate officer if (a) there are only additions to the Agreement, or (b) any off the printed terms and conditions have been attent, deleted or substituted by other veroing, or (ii) upon commencement of senders checked above. This Agreement is binding on the heirs, executors, administrators, successors, and permitted assigns of the parties.
- 7.7 Modifications. All changes or amendments to this Agreement must be in writing and signed by the parties to be binding
- 7.8 Integrated Agreement. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described hetein and supersedes all prior or current negotiations, construents, contracts, express or implied, abustanties, and express or implied, attenuate and an advantanties, agreement. The party has extraord for the party respectively to make or claim any representation, ferm, promise, condition, statement, warranty, or inducement that it not expressed herein.

Bot Babasar, contapet Mon

Resolution

Number <u>22-0179</u>

Adopted Date February 01, 2022

DECLARE VARIOUS ITEMS WITHIN FACILITIES MANAGEMENT, COUNTY COURT, VETERANS OFFICE, OHIOMEANSJOBS, BOARD OF DEVELOPMENTAL DISABILITIES, HEALTH DEPARTMENT, SOLID WASTE, SHERIFF'S OFFICE, JUVENILE, AND DOMESTIC RELATIONS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Facilities Management, County Court, Veterans Office, OhioMeansJobs, Board of Developmental Disabilities, Health Department, Solid Waste, Sheriff's Office, Juvenile, and Domestic Relations in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tg

cc: 202

2022 Auction file

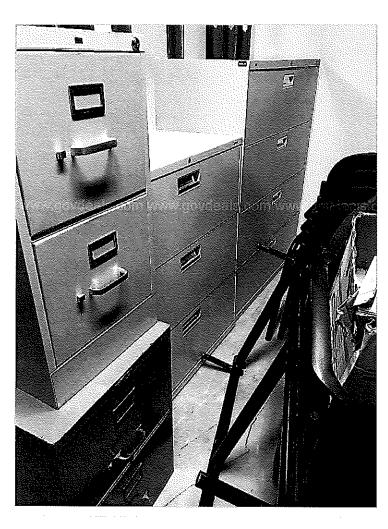
Facilities Management (file) Brenda Quillen, Auditor's Office

GovDeals® A Liquidity Services Marketplace

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Advanced Search



4 File Cabinets

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

FAC22816

- 4 File Cabinets.
- 2, two drawers. 1, wide three drawer 1, four drawer wide

?Questions and Answers

There are currently no questions posted for this asset.

GovDeds A Liquidity Services Marketplace

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Advanced Search



2 construction totes

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description Janitorial Equipment FAC22815

2 construction totes

?Questions and Answers

There are currently no questions posted for this asset.

GovDeds A Liquidity Services Marketplace

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Advanced Search



Refrigerator

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

Westinghouse

Condition Category

Inventory ID

Used/See Description

Consumer Kitchen

FAC22814

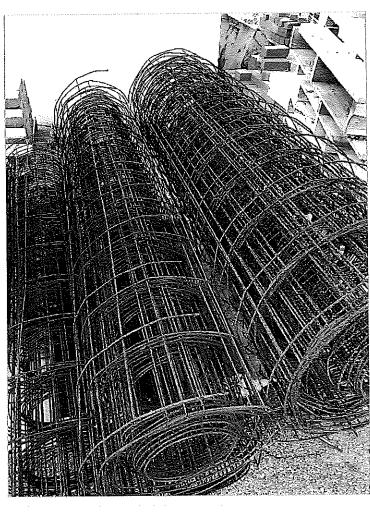
Westinghouse Refrigerator. Working when removed.

?Questions and Answers

Search Auctions



Advanced Search



5 Partial Rolls of wire mesh

Auction Ends

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Inventory ID Category Quantity Condition FAC22813 Equipment, Heavy / Construction Used/See Description

5 Partial Rolls of wire mesh

Lot 1

?Questions and Answers

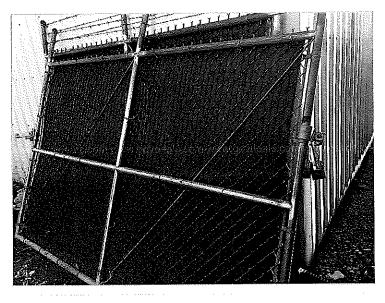
There are currently no questions posted for this asset.

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2 Chain link Fence Gates

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Equipment, Heavy / Construction	FAC22812

2 Chain link Fence Gates

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



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Large Mosler Safe

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

Mosler

Condition Category Inventory ID

Used/See Description

Industrial Equipment, General

FAC22811

Large Mosler Safe. Working With Combination. Buyer is responsible for transporting and loading safe.

?Questions and Answers

There are currently no questions posted for this asset.

GovDeds A Liquidity Services Marketplace

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Q

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Large safe

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Industrial Equipment, General

FAC22809

Large Globe Safe. Locked and combination not known. Buyer is responsible to transport and load safe.

?Questions and Answers

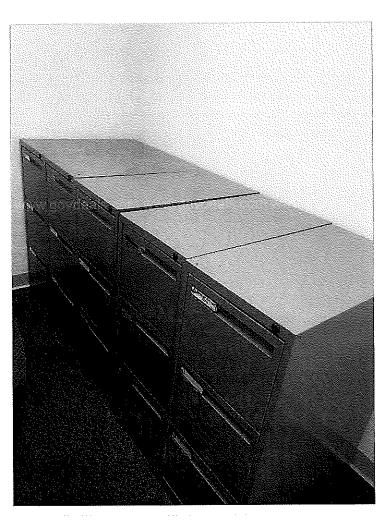
There are currently no questions posted for this asset.



Search Auctions



Advanced Search



5 Three drawer file cabinets

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

FAC22808

5 Three drawer file cabinets

?Questions and Answers

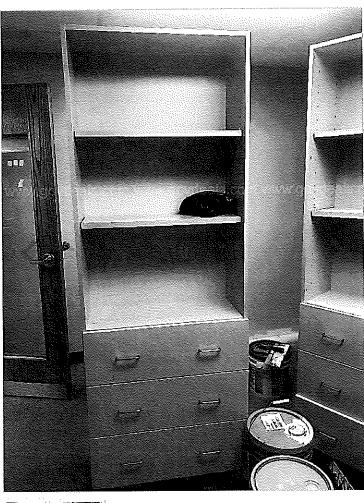
There are currently no questions posted for this asset.

GovDed's A Liquidity Services Marketplace

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Wooden Coat and Shelf Cabinets 6 total

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors



Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Furniture/Furnishings

FAC22810

Wooden Coat and Shelf Cabinets 2 Coat Cabinets 4 Shelf Cabinets

?Questions and Answers

GovDeds A Liquidity Services Marketplace

Search Auctions



Advanced Search



Desks, file cabinets and office chairs

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors



Condition Category Inventory ID

Used/See Description Office Equipment/Supplies FAC22807

2 Metal desks 3 Two drawer file cabinets 7 Chairs

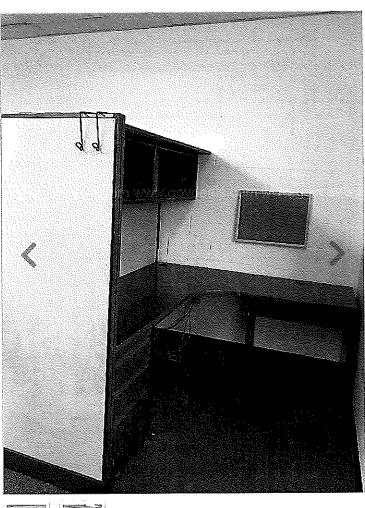
?Questions and Answers



Search Auctions



Advanced Search



7 Cubicles with desks and overhead cabinets

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

-

Quantity C	Condition	Category	Inventory ID
Lot 1 U	Jsed/See Description	Office Equipment/Supplies	FAC22806

7 Cubicles with desks and overhead cabinets. All disassembled.

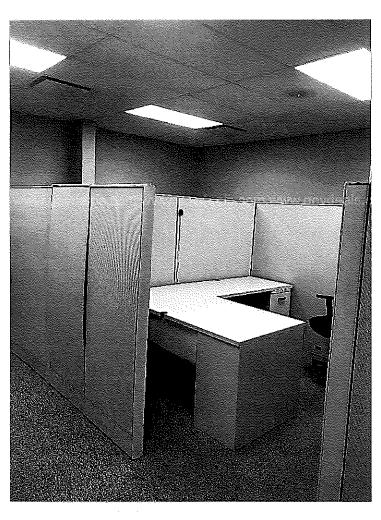
?Questions and Answers



Search Auctions



Advanced Search



3 Full Cubicles with desks

Auction Ends

ET

Starting Bid \$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID

Lot 1 Used/See Description Office Equipment/Supplies FAC22805

3 Full Cubicles with desks. Already disassembled.

?Questions and Answers

There are currently no questions posted for this asset.

GovDeds A Liquidity Services Marketplace

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Advanced Search



2 Water coolers

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	-	Category	inventory ID

Lot 1 Used/See Description

Cafeteria and Kitchen Equipment

FAC22804

2 Water coolers. Colligan, unknown condition

?Questions and Answers

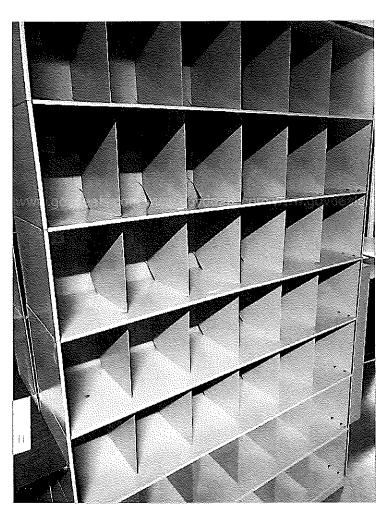
There are currently no questions posted for this asset.

GovDeds A Liquidity Services Marketplace

Search Auctions



Advanced Search



9 Metal Mail File Cabinets

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Mailing Equipment	FAC22803

9 Metal Mail File Cabinets. 7 Large and 2 small

?Questions and Answers

There are currently no questions posted for this asset.

GovDeds A Liquidity Services Marketolace

Search Auctions



Advanced Search



14 2'X4' LED lights Brand new

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

satco / Renesol

Quantity Condition Category Inventory ID

Lot 1 Used/See Description Lighting/Fixtures FAC22802

14 2'X4' LED lights Brand new 11 Satco 3 Renesol

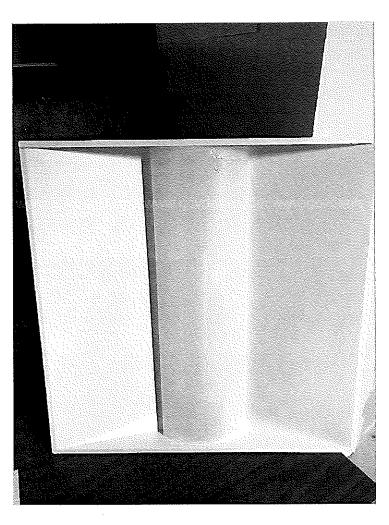
?Questions and Answers



Search Auctions



Advanced Search



7 2' x 2' Led lights

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

Satco

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Lighting/Fixtures	FAC22801

7 2' x 2' Led lights. Satco Brand. Brand new.

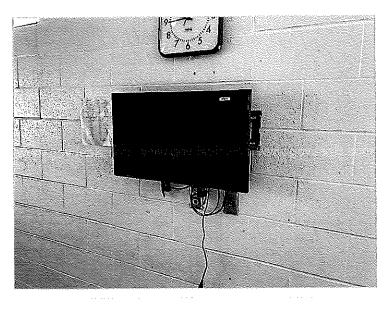
?Questions and Answers

GovDed S A Liquidity Services Marketolace

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SMALL TV

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22037

SMALL TV

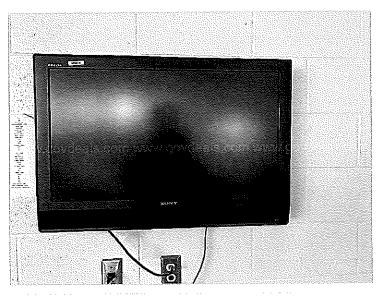
BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

There are currently no questions posted for this asset.







SMALL SONY BRAVIA TV

Auction Ends ET

Starting Bid

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22036

\$0.00

SMALL SONY BRAVIA TV

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

There are currently no questions posted for this asset.



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CHAIR (#28)

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22035

CHAIR (#28) COLOR: BLACK
BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



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OFFICE CHAIR

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22034

OFFICE CHAIR - COLOR: BLACK

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

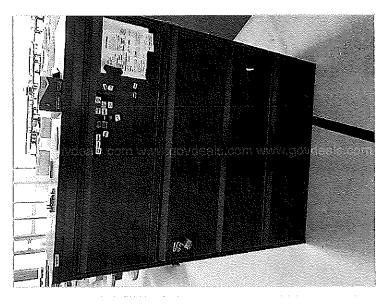
There are currently no questions posted for this asset.



Search Auctions



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LARGE 4 DRAWER FILE CABINET

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC220333

LARGE 4 DRAWER FILE CABINET

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



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SS CABINET AND SINK FROM JAIL POD

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22032

SS CABINET AND SINK FROM JAIL POD
BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions

Q

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6 PERSON SS SEAT AND TABLE TOP #24

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22031

6 PERSON SS SEAT AND TABLE TOP (#24)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

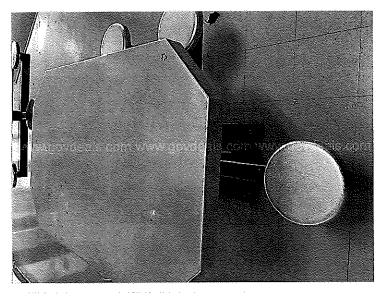
There are currently no questions posted for this asset.

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6 PERSON SS SEAT AND TABLE TOP #23

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category

Used/See Description

Commodities / General Merchandise

FAC22030

Inventory ID

6 PERSON SS SEAT AND TABLE TOP (#23)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



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6 PERSON SS SEAT AND TABLE TOP #22

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

LA L LA L LA

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22029

6 PERSON SS SEAT AND TABLE TOP (#22)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

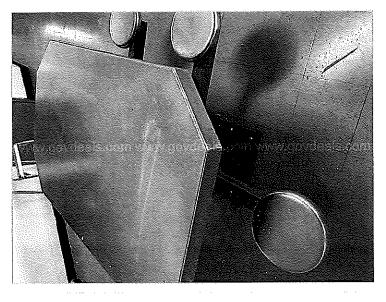
There are currently no questions posted for this asset.

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6 PERSON SS SEAT AND TABLE TOP #21

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22028

6 PERSON SS SEAT AND TABLE TOP (#21)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

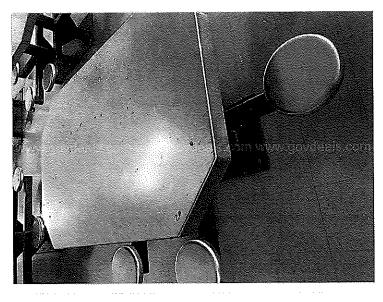
There are currently no questions posted for this asset.



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6 PERSON SS SEAT AND TABLE TOP #20

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22027

6 PERSON SS SEAT AND TABLE TOP (#20)
BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

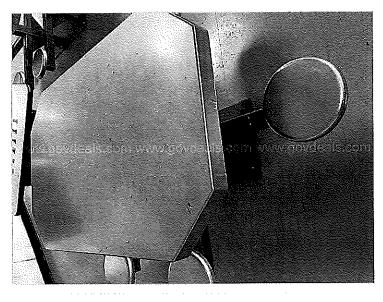
There are currently no questions posted for this asset.



Search Auctions



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6 PERSON SS SEAT AND TABLE TOP #19

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22026

6 PERSON SS SEAT AND TABLE TOP (#19)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

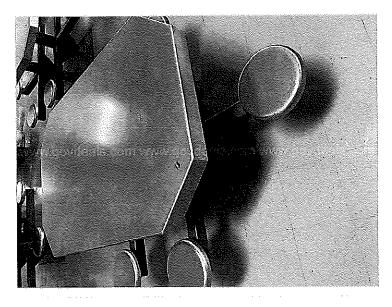
There are currently no questions posted for this asset.



Search Auctions



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6 PERSON SS SEAT AND TABLE TOP #18

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22025

6 PERSON SS SEAT AND TABLE TOP (#18)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

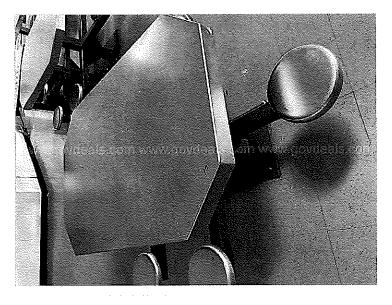
There are currently no questions posted for this asset.



Search Auctions



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6 PERSON SS SEAT AND TABLE TOP #17

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22024

6 PERSON SS SEAT AND TABLE TOP (#17)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

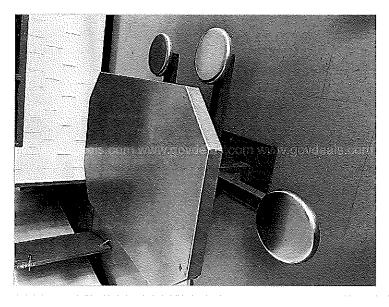
There are currently no questions posted for this asset.



Search Auctions



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6 PERSON SS SEAT AND TABLE TOP #16

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC 22023

6 PERSON SS SEAT AND TABLE TOP (#16)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

? Questions and Answers

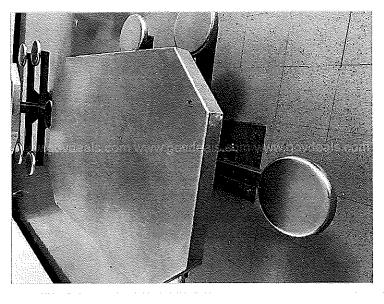
There are currently no questions posted for this asset.

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6 PERSON SS SEAT AND TABLE TOP #15

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22022

6 PERSON SS SEAT AND TABLE TOP (#15)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

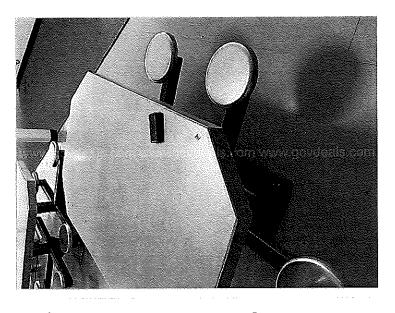
There are currently no questions posted for this asset.

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6 PERSON SS SEAT AND TABLE TOP #14

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22021

6 PERSON SS SEAT AND TABLE TOP (#14)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

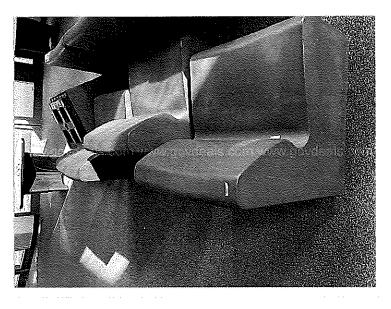
There are currently no questions posted for this asset.



Search Auctions



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LOT OF 4 PRISON STYLE LOUNGE CHAIRS #13

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

 Condition
 Category
 Inventory ID

 Used/See Description
 Commodities / General Merchandise
 FAC22020

LOT OF 4 PRISON STYLE LOUNGE CHAIRS (#13)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

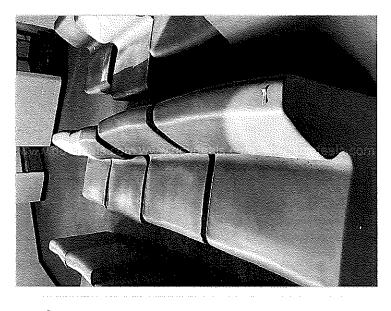
There are currently no questions posted for this asset.



Search Auctions



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LOT OF 4 PRISON STYLE LOUNGE CHAIRS (#12)

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22019

LOT OF 4 PRISON STYLE LOUNGE CHAIRS (#12)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

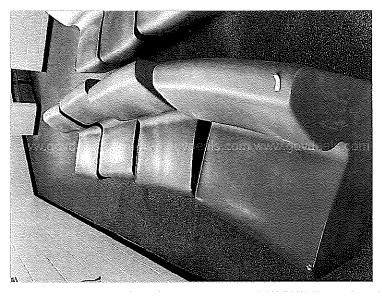
There are currently no questions posted for this asset.



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LOT OF 4 PRISON LOUNG CHAIRS #11

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory iD

Used/See Description

Commodities / General Merchandise

FAC22018

LOT OF 4 PRISON CHAIRS (#11)

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

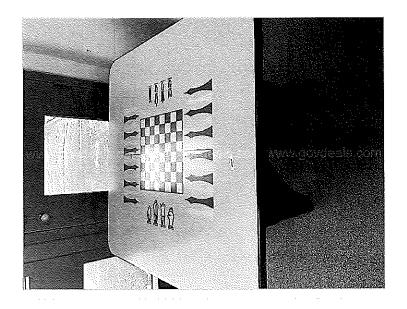
There are currently no questions posted for this asset.

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GAMING TABLE #10

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22017

GAMING TABLE

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



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LOT OF 5 GREY CHAIRS (2)

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22016

LOT OF 5 GREY CHAIRS

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

There are currently no questions posted for this asset.



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LOT OF 5 GREY CHAIRS

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22015

LOT OF 5 GREY CHAIRS

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

There are currently no questions posted for this asset.

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LOT OF 4 GREY CHAIRS

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22014

LOT OF 4 GREY CHAIRS

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions

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LOT OF 3 BLUE PLASTIC CHAIRS

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22013

LOT OF 3 BLUE PLASTIC CHAIRS

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

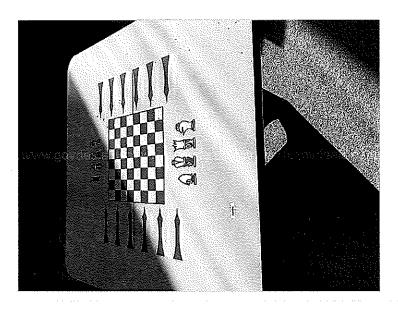
There are currently no questions posted for this asset.



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Q

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GAMING TABLE

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22012

GAMING TABLE

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

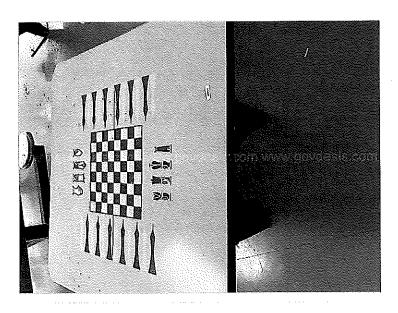
There are currently no questions posted for this asset.

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GAMING TABLE

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22011

GAMING TABLE

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

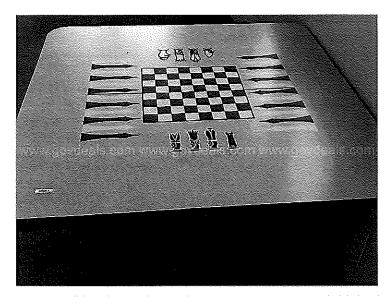
There are currently no questions posted for this asset.



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GAMING TABLE

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22010

GAMING TABLE 3

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

There are currently no questions posted for this asset.

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GAMING TABLE

Auction Ends ET

Starting Bid \$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22009

GAMING TABLE

** BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM**

?Questions and Answers

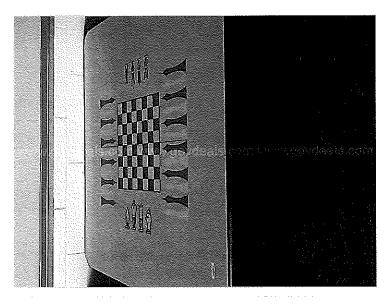
There are currently no questions posted for this asset.







Advanced Search



GAMING TABLE

Auction Ends ET

Starting Bid \$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Commodities / General Merchandise

FAC2008

GAMING TABLE

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



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STEELE FRAME - BARN DOOR 36" X 6'8" LEFT HAND

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description

Industrial Equipment, General

FAC22007

STEELE FRAME - BARN DOOR 36" X 6'8" LEFT HAND
BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

There are currently no questions posted for this asset.

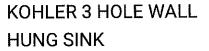


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Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

VIN/Serial

KINGSTON

2005-0

Condition

Category

inventory ID

New/Unused

Cafeteria and Kitchen Equipment

FAC22006

KOHLER 3 HOLE WALL HUNG SINK CONDITION: NEW

BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

?Questions and Answers

There are currently no questions posted for this asset.



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Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

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0 visitors

Make/Brand

METRO

Condition Category

Inventory ID

Used/See Description

Cafeteria and Kitchen Equipment

FAC22005

WARMER 110V CONDITION: USED BUT WORKED AT REMOVAL TIME 10/21
***BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED !TEM**

?Questions and Answers

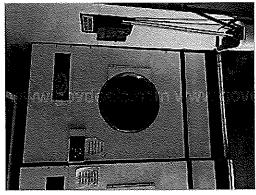
There are currently no questions posted for this asset.



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UNIMAC NATURAL GAS DRYER #2

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/BrandModelVIN/SerialUNIMACUT170NRMF6G2W011007021666

Condition Category Inventory ID

Used/See Description

Laundry Equipment

FAC22004

UNIMAC NATURAL GAS DRYER #2 CONDITION: USED
BYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

?Questions and Answers

There are currently no questions posted for this asset.



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Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/BrandModelVIN/SerialUNIMACUT170NRMF6G2W011008004869ConditionCategoryInventory IDUsed/See DescriptionLaundry EquipmentFAC22003

UNIMAC NATURAL GAS DRYER CONDITION: USED

*** BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF THE PURCHASED ITEM***

?Questions and Answers

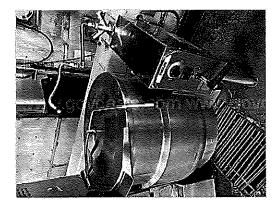
There are currently no questions posted for this asset.



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VULCAN TILT KETTLE

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

Model

VIN/Serial

VULCAN

K40ELT

463000592

Condition

Category

Inventory ID

Used/See Description

Cafeteria and Kitchen Equipment

FAC22002

VULCAN TILT KETTLE CONDITIONAL: USED BUT OPERATIONAL AT THE TIME OF REMOVAL 10/21
*** BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF THE PURCHASED ITEM***

?Questions and Answers

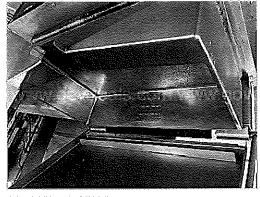
There are currently no questions posted for this asset.



Search Auctions



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Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

Model

VIN/Serial

VULCAN

VG 40

463003205

Condition

Category

Inventory ID

Used/See Description

Consumer Kitchen

FAC22001

VULCAN VG 40 TILTING BRAISING PAN. CONDITION: USED AND WAS OPERATIONAL AT THE TIME OF REMOVAL 10/2021 *** BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF THE PURCHASED ITEM***

?Questions and Answers

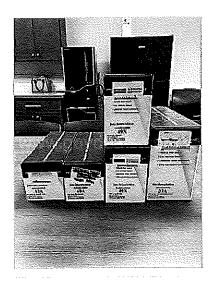
There are currently no questions posted for this asset.



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Printer Cartridges

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

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0 visitors

Make/Brand

Premium Replacement

Condition Category Inventory ID

Used/See Description

Computer Printers, Scanners, and Copiers

DOM22007

New/Unopened printer cartridges - Generic for HP

?Questions and Answers

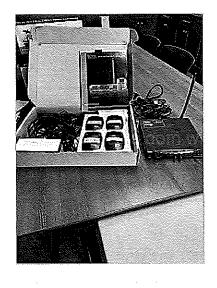
There are currently no questions posted for this asset.



Search Auctions



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Listening device to assist parties during a hearing.

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

Modei

VIN/Serial

Listen

LT-803-072

E10A2410069

Condition

Category

Inventory ID

Used/See Description

Electronics, Personal

DOM22006

Listening device to assist parties in the courtroom. Device worked when removed from the courtroom.

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



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Stands, Keyboards, Mouse, Mixers, Soundbars

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer accessories	DOM22005

Various Brands/Makes of the items in this group. Unknown age and if all items currently work. (Mixers worked when removed from the courtroom.)

?Questions and Answers

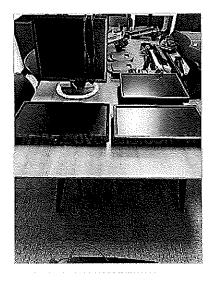
There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Computer Monitors

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

HP/DELL/VS

Lot 1

Quantity

Condition

Used/See Description

Category

Inventory ID

Computer Monitors

DOM22004

Unknown if monitors work - have been in storage.

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Printer

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand

Model

VIN/Serial

HP

Laser Jet 600 M602

CNCCDB8250

Condition

Category

Inventory ID

Used/See Description

Computer Printers, Scanners, and Copiers

DOM22003

Printer stopped working.

?Questions and Answers

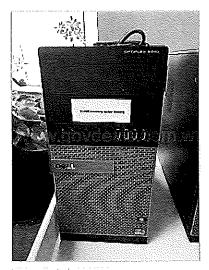
There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Computer Processors

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors



Make/Brand

Dell

Quantity	Condition	Category	inventory ID
			DOM 400000
Lot 1	Used/See Description	Computer Monitors	DOM22002

^{*}Dell OptiPlex 9010 Mfg date 20130812 Reg Model D09M Reg Type D09M003 Worked at the time of removal but has been in storage.

?Questions and Answers

There are currently no questions posted for this asset.

^{*}Dell OptiPlex 790 Mfg Date 20110629 Model D05D Reg Type D05D001

GovDeals® A Liquidity Services Marketplace





Chairs, Table, Tripod

Auction Ends

Starting Bid \$0.00

EΤ

Terms and Conditions

Sign in to Place Bid

0 visitors

More Photos 🔮

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	DOM22001

^{*}Single green chair has a silver metal frame. *Orange base chairs with rollers - 3 have cloth cushions/1 has imitation leather. (All chairs show use/wear on the cushions.) * Brown/pressed wood table with rollers is open in the back/no drawers. *Tripod is of metal construction and very heavy. *Chair arms - unable to verify the type of chair the arms can be attached to but they are in good condition.

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



Advanced Search



chair

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

 Quantity
 Condition
 Category
 Inventory ID

 Lot 1
 Used/See Description
 Furniture/Furnishings
 CCT22001

blue chair- loose leg Avanti- mini fridge - not working Bulova wall clock - broke Union & scale wall clock - not holding battery charge logitech speakers - unknown condition speakers - unknown condition 2 swingline electric staplers- no cords - broken 2 hole punchgets jammed logitech mouse - unknown condition

?Questions and Answers

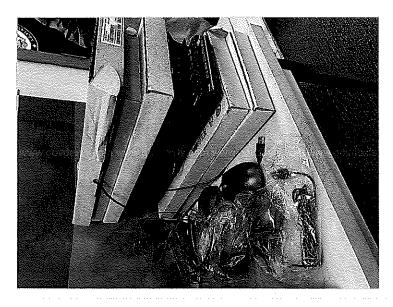
There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Eight wired keyboards and Seven wired mice

Auction Ends

Starting Bid \$0.00

ET

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Flectronics Personal	VFT22002

Various brands - eight wired keyboards and seven wired mice. Most are new. All presumed to work.

?Questions and Answers

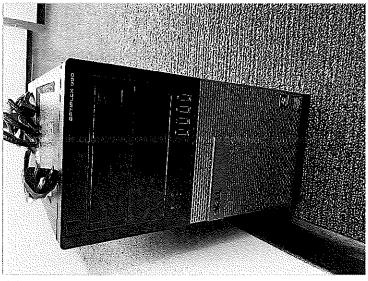
There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Six Dell Computer Towers w/ hard drives removed

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors



Make/Brand

Dell

Condition Category Inventory ID

Used/See Description Computer Hardware VET22001

Dell Computer Towers w/ hard drives removed

?Questions and Answers

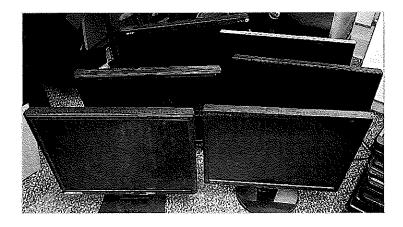
There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Lot of 11 Monitors

Auction Ends ET

Starting Bid \$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Monitors	HTH22002

Lot of 11 Computer Monitors - All working when removed from service. Not all Monitors pictured 1 - Acer Al1912 2 - Acer Al1916 3 - Dell E190S 5 Dell 1908FP

?Questions and Answers

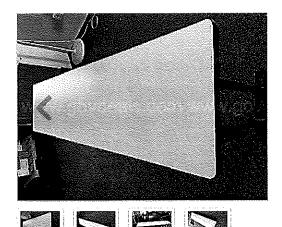
There are currently no questions posted for this asset.



Search Auctions



Advanced Search



15 collapsible meeting tables

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	OMJ22001

15 collapsible meeting tables. they are 71" x 17.5" x 29'.

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Stackable Chairs

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors





Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

BDD22004

Lot includes 9 Stackable Chairs. Pick up at 801 Drake Road Lebanon Oh 45036

?Questions and Answers

There are currently no questions posted for this asset.

GovDeds A Liquidity Services Marketplace

Search Auctions



Advanced Search



Stackable Chairs

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors







Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

BDD22003

Lot includes 11 Stackable Chairs. Pick up at 801 Drake Road Lebanon Oh 45036

?Questions and Answers

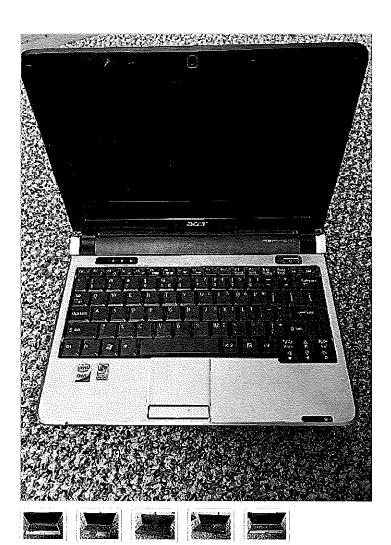
There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Lot of 28 Laptops

Auction Ends ET

Starting Bid \$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	inventory ID

Lot of 28 Laptops - All working when removed from service within the year. No HDDs or software included. Not all are in photos includes: 1 - Acer Aspire One 2 - HP nx6125 1 - Dell Lat D830 10 - Compaq 610 1 - Dell E5500 2 - Dell E5510 7 - Dell E5530 4 - Dell E55570

Computers: Laptops

?Questions and Answers

Lot 1

There are currently no questions posted for this asset.

Used/See Description

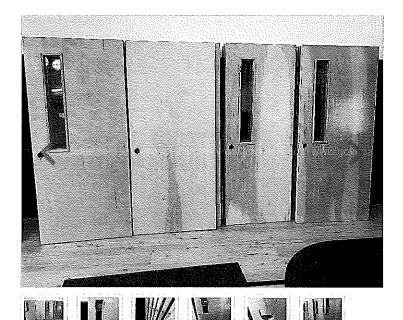
HTH22001



Search Auctions



Advanced Search



17 Solid Core Birch Veneer Doors

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

More Photos 🔮

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

BDD22002

Solid Core Birch Veneer door slabs 1-7/8" thick. NOT fire rated, mortised for 4" hinges (qty. of 3 hinges). Door knob located at 44" from top to center line of knob bore. Hinges are radius corners (although there are a few that have been squared. All doors are 80" tall, 14 have glass 6" wide x 36" tall. 3 are solid. All have some finish issues and/or nicks and chips. None are terrible. 17 total doors as follows:

Qty. $3 - 3 - 0 \times 80$ " NO glass LH hinged Qty. $2 - 3 - 0 \times 80$ " w glass LH hinged Qty. $9 - 3 - 0 \times 80$ " w glass RH hinged Qty. $3 - 2 - 8 \times 80$ " w glass RH hinged

Pick Up Location: 801 Drake Road, Lebanon, Oh 45036

?Questions and Answers

There are currently no questions posted for this asset.

GovDeds A Liquidity Services Marketplace

Search Auctions



Advanced Search



25 Stackable Chairs

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors





Condition Category Inventory ID

Used/See Description

Furniture/Furnishings

BDD22001

Lot includes 25 matching stackable chairs plus 4 more that match. Pick UP location- 801 Drake Road, Lebanon, OH 45036

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



Advanced Search



4 stackable gray chairs

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category inventory ID

Used/See Description Furniture/Furnishings

SWM21002

4 stackable gray chairs, used condition

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



Advanced Search



3 Scanners / 2 Laptops / 1 Tower

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Printers, Scanners, and Copiers	JUV21004

Kodak ScanMate i1120 / Kodak ScanMate i1150 / Kodak ScanMate i1150WN / 2 Dell Laptops with Hard Drives removed / 1 Dell Tower with Hard Drive Removed

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Used/See Description

10 Various Computer Monitors

Auction Ends

ET

JUV21003

Starting Bid

Computer Monitors

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID

9 Dell Computer Monitors + 1 HP Computer Monitor + 6 Monitor Stands - Unknown condition

?Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

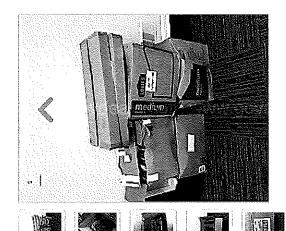
Lot 1

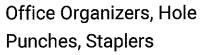


Search Auctions



Advanced Search





Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description Office Equipment/Supplies BDD21100

Lot includes various Hanging Folders, File Folders, and 2 File Folder Frames Items to be picked up at 42 Kings Way, Lebanon, Ohio 45036

?Questions and Answers

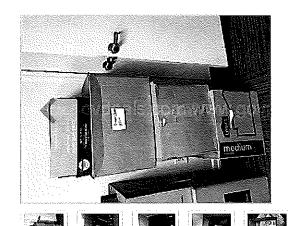
There are currently no questions posted for this asset.

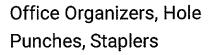


Search Auctions



Advanced Search





Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

 Condition
 Category
 Inventory ID

 Used/See Description
 Office Equipment/Supplies
 BDD21099

Lot includes various Binders and Binder Dividers Items to be picked up at 42 Kings Way, Lebanon, Ohio 45036

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



Advanced Search





Office Organizers, Hole Punches, Staplers

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD21098

Lot includes various office organizers, various 2 and 3 hole punches, various electric staplers. Items to be picked up at 42 Kings Way, Lebanon, Ohio 45036

?Questions and Answers

There are currently no questions posted for this asset.



Search Auctions



Advanced Search



Lot of misc computer equipment

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Communication/Electronic Equipment	SHF21503

Lot of misc computer equipment. Most items are missing parts and/or not operable.

?Questions and Answers

There are currently no questions posted for this asset.

Number <u>22-0180</u>

Adopted Date February 01, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/25/22 and 1/27/22, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

/tao

cc:

Auditor √

Number <u>22-0181</u>

Adopted Date February 01, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHADOW WOOD DRIVE EASEMENT, SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

Bond Number

22-004 (W/S)

Development

Shadow Wood Drive Easement

Developer

Grand Communities, LLC

Township

Turtlecreek

Amount Surety Company \$6,450.00 RLI Insurance Company (Bond No. CMS0347895)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

caw

cc:

Grand Communities LLC, 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018 RLI Insurance Compnay, 525 W. Van Buren Street, Suite 350, Chicago, IL 60607

Water/Sewer (file)

Bond Agreement file

Form WA-3 Rev. 08/2016

1. 3. - 2.

SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT

WATER AND/OR SANITARY SEWER

<u>s</u>	security Agreement No.
	22-004
This Agreement made and concluded at Lebanon, Ohio, by and between	ter the "Developer") and the Commissioners"), and
WITNESSETH:	
WHEREAS, the Developer is required to install certain improvem Subdivision, Section/Phase	er the "Subdivision") situated in with the Warren County
WHEREAS, it is estimated that the total cost of the Improvements is and that the Improvements that have yet to be completed and approved ma \$0.00; and,	
WHEREAS, the County Commissioners have determined to require the sum of one hundred thirty percent (130%) of the estimated cost of unsupprovements to secure the performance of the construction of uncomplete in accordance with Warren County subdivision regulations and to require a the sum of ten percent (10%) of the estimated total cost of the Improvement improvements and their tentative acceptance by the County Commissioner all maintenance upon the Improvements as may be required between the conceptance of the Improvements and their final acceptance by the County	ncompleted or unapproved ed or unapproved Improvements all Developers to post security in ats after the completion of the es to secure the performance of completion and tentative
NOW, THEREFORE, be it agreed:	
1. The Developer will provide performance security to the C of \$0.00 to secure the performance of uncompleted or unapproved Improvements in accordance w regulations (hereinafter the Performance Obligation). If any inserted herein, the minimum performance security shall cost of the Improvements.	the construction of the rith Warren County subdivision sum greater than zero (0) is

- 2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
- 3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within <u>one</u> years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
- The condition of the Performance Obligation shall be that whenever the Developer shall be 4. declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
- 5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
- 6. The Developer will provide maintenance security to the County Commissioners in the sum of \$6,450.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.

, 1 , 2 m

- 8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
- 9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
- 10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
- 11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

- 12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
- 13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:
 - A. To the County Commissioners:

Warren County Commissioners Attn: County Administrator 406 Justice Drive Lebanon, OH 45036 Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department Attn: Sanitary Engineer 406 Justice Drive Lebanon, OH 45036 Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC		
Attn: Randy Acklin		
3940 Olympic BLVD		
Erlanger, KY 41018		
Ph. (<u>859</u>) <u>344</u>	_ 5956	

	D.	To the Surety:
		RLI Insurance Company
		525 W. Van Buren Street, Suite 350
		Chicago, IL 60607
		Ph. (312) 445 - 9742
	shall t	otices and requests for inspection, unless otherwise specifically provided herein, be by certified mail, return receipt requested and shall be complete upon mailing. All are obligated to give notice of any change of address.
14.	The se	ecurity to be provided herein shall be by:
		Certified check or cashier's check (attached) (CHECK #)
		Original Letter of Credit (attached) (LETTER OF CREDIT #)
		Original Escrow Letter (attached)
	X_	Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).
		Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).
15.	institu obliga and lo	erm "Surety" as used herein includes a bank, savings and loan or other financial ation where the security provided is a letter of credit, escrow letter or surety ation of a national bank. The term "Surety" when referring to a bank, savings ban or other financial institution is not intended to create obligations beyond provided by Paragraphs 4 and/or 9 of this security agreement.
16.	Comm days a	e event that Surety shall fail to make funds available to the County nissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) after notification of default, then amounts due shall bear interest at eight per cent per annum.

- 17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
- 18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Grand Communities, LLC SURETY: RLI Insurance Company

A Kentucky Limited Liability Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:/

SIGNATURE

PRINTED NAME: Durid:

PRINTED NAME: Susan A. Yeazell

PRINTED NAME: 1

TITLE: Attorney-in-Fact

TITLE: VP of Land Developmen

DATE: January 27, 2022

DATE: 1/27/22

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22. Ok., dated 2.1.22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE:

PRINTED NAME: 700 (7/186)

TITLE: President

DATE: 2./-22

RECOMMENDED BY:

DEPUM

APPROVED AS TO FORM:

By: COUNTY PROSECUTOR Alam Nice, ARA

Key:

- 1. Name of Developer
- 2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
- 3. Name of subdivision with section number and phase number where applicable
- 4. Name of Township

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicagoi, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Six Thousand Four Hundred Fifty and 00/100 Dollars, (\$6,450.000), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administers, successors and assigns, jointly and severally, firmly by these presents.

DATED this 27th day of January, 2022.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main in Shadow Wood Drive Easement Subdivision

located in Turtlecreek Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THERFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 27th day of January, 2022, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W Buren Street, Suite 350, Chicagoi, IL 60607 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC A Kentucky Limited Liability Company

By: ____

David Stroup

Principal

Its: VP of Land Development

RLI Insurance Company

Surety

•

Susan A.Yeazell Its: ____

Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Instogether, the "Company") do hereby make, constitute and appoint:	surance Company, each an Illinois corporation, (separately and
Dan E, Ries, Susan A, Yeazell, Julie L, Cline, Robert L. Daniels, jointly or	severally
in the City of	and deliver for and on its behalf as Surety, in general, any and all
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Compar	
RLI Insurance Company and/or Contractors Bonding and Insuran following is a true and exact copy of a Resolution adopted by the Board of	
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary in Fact or Agents who shall have authority to issue bonds, policies and is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by fact the Interpress of the Policy of the	urer, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint icies or undertakings in the name of the Company. The corporate, Powers of Attorney or other obligations of the corporation. The esimile."
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective Vice President April 2021.	
State of Illinois SS	By:
County of Peoria	CERTIFICATE
On this 23rd day of April 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation. By: Catherine D. Glover Notary Public	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 27th day of January 2022. RLI Insurance Company Contractors Bonding and Insurance Company Contractors Bonding and Insurance Company
CATHERINE D. GLOVER OFFICIAL SEAL PRINTS PROTORY Public - State of Binois PRINTS OF My Cournination Expires Named 24, 2024	By: Jeffrey Derick D. Jick Corporate Secretary

Number <u>22-0182</u>

Adopted Date February 01, 2022

APPROVE VARIOUS RECORD PLATS

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

- Woodwind Estates Subdivision Clearcreek Township
- Shadow Wood Drive Easement Plat Turtlecreek Township
- Knight Alternative Plat Harlan Township

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Plat File

RPC

Number <u>22-0183</u>

Adopted Date February 01, 2022

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE KING AVENUE BRIDGE PROJECT #4437

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the King Avenue Bridge Project, an amended certificate needs to be accepted and a supplemental appropriation; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from the Budget Commission in the amount of \$5,063,325.84 for the King Avenue Bridge Project #4437; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Engineer's Fund #4437 King Avenue Bridge Project:

Supplemental Appropriation

\$5,609,374.82 into 44373130-5320 (Capital Purchases)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Člerk

cc:

Auditor \checkmark

Amended Certificate file Supplemental App. (file)

Engineer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, January 27, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning

January 1st, 2022, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

Fund 4437	983,133.00)		\$23,557,933.84	\$22,574,800.84	
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	983,133.00)	\$0.00	\$23,557,933.84	\$22,574,800.84	
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- Marie Andrew				Budget	<u>~</u>
)	Commission	

AMEND 22 02 Fund 4437 +5,063,325.84 Total 4437 42903 +570,000.00 4437 42900 +92,793.00 4437 45999 +466,000.00 4437 49000 +3,934,532.84

THIRT ZZ ROW

Number <u>22-0184</u>

Adopted Date February 01, 2022

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of December 2021:

\$ 15,765.05	from into	#11011112 5997 #5510 44100 55103200 AAREVENUE	(Operational Transfers) (Water Revenue - Interest Earnings)
\$ 608.32	from into	#11011112 5997 #5575 44100 55753300 AAREVENUE	(Operating Transfers) (Sewer Construction Project – Interest Earnings)
\$ 15,792.95	from into	#11011112 5997 #5580 44100 55803300 AAREVENUE	(Operational Transfers) (Sewer Revenue – Interest Earnings)
\$ 4,208.98	from into	#11011112 5997 #5583 44100 55833200 AAREVENUE	(Operational Transfers) Water Construction Projects – Interest Earnings)

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Tz/

cc: Auditor /

Water/Sewer (file)

OMB

Operational Transfer file

Number <u>22-0185</u>

Adopted Date February 01, 2022

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the seventh disbursement of their mandated share for SFY 2021-2022 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into the Human Services Fund #2203:

\$ 16,464.42 from #11011112-5742 into #2203-49000

(Commissioners Grants - Public Assistance) (Human Services - Public Assistance)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor \(\sqrt{}

Operational Transfer file Human Services (file)

OMB

Number <u>22-0186</u>

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #11011272

BE IT RESOLVED, to approve the following supplemental appropriation for the BOCC Lebanon Personal Service Reimbursement:

\$ 8,200.00 into #11011272-5155 (General Fund – Lebanon Personal Service Reimb)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor

Supplemental App. file

OMB (file)

Number 22-0187

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO GRANTS FUND #2211

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following supplemental appropriations within fund 2211:

\$4,000.00

into

#22111110-5820

(Health & Insurance)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/sm

cc:

Auditor /

Supplemental App. file

OGA (file)

Number 22-0188

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUNDS #2267 AND #2295

BE IT RESOLVED, to approve the following supplemental appropriation adjustments within Warren County Sheriff's Office Fund #2267 & #2295:

\$23,502.75 into 22672200-5320 (Capital Purchases)

\$1,000.00 into 22952200-5370 (Software Non Data Board)

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

cc: Auditor /

Supplemental App. file

Sheriff (file)

Number <u>22-0189</u>

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following supplemental appropriation adjustments within Warren County Sheriff's Office Fund #6630:

\$228,333.80	into	66302251-5991	(Reimbursement)
\$8,298.36	into	66302258-5991	(Reimbursement)
\$59,962.35	into	66302259-5991	(Reimbursement)
\$15,708.15	into	66302260-5991	(Reimbursement)

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor V
Supplemental App. file
Sheriff (file)

Number 22-0190

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$90,000.00

into

44953712-5320

(Capital Purchases)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs, Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor V

Supplemental Appropriation file Facilities Management (file)

Number <u>22-0191</u>

Adopted Date February 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND #10111250

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

\$3600.00

11011250-5400 from

(Probate Purchased Services)

into

11011250-5421

(Probate Rent or Lease)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Appropriation Adj. file

Probate (file)

Number <u>22-0192</u>

Adopted Date February 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:

\$1,100.00

from 22701240-5102 (Regular Salaries)

22701240-5882 into

(Vacation Leave Payout)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor

Appropriation Adj. file

Juvenile (file)

Number <u>22-0193</u>

Adopted Date February 01, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$10,000	from	#11011300-5400	(Purchased Services)
	into	#11011300-5421	(Rent/Lease)
\$57,000	from	#11011300-5400	(Purchased Services)
	into	#11011300-5421	(Rent/Lease)
\$5,000	from	#11011300-5910	(Other Expense)
	into	#11011300-5940	(Travel)
\$2,500	from	#11011300-5210	(Materials & Supplies)
	into	#11011300-5911	(Non Taxable Meal Fringe)
\$2,500	from into	#11011300-5210 #11011300-5922	(Materials & Supplies) (Taxable Meal Fringe)

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

Mr. Grossmann - yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor

Appropriation Adj. file Board of Elections (file)

Number <u>22-0194</u>

Adopted Date February 01, 2022

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.

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

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

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Commissioners' file

Department	Vendor Name	Description	Amount
WAT	ZIMMER TRACTOR INC	SEW RTV-Z110CWHL-H KUBOTA	\$ 25,984.32
WAT	ZIMMER TRACTOR INC	SEW RTV-X900G-H KUBOTA	\$ 13,478.86
TEL	CDW LLC	TEL CDW BID FOR CISCO NETWORK	\$ 71,995.64
TEL	CDW LLC	TEL CDW BID FOR NIMBLE STOREAG	\$ 140,743.43
WAT	BRAKEFIRE INC	WAT FIRE MONITORING AGREEMENT	\$ 1,220.00
WAT	BRAKEFIRE INC	WAT FIRE MONITORING AGREEMENT	\$ 1,220.00
WAT	BRAKEFIRE INC	WAT FIRE MONITORING AGREEMENT	\$ 1,220.00
WAT	BRAKEFIRE INC	SEW FIRE MONITORING AGREEMENT	\$ 1,220.00

2/1/2022 APPROVED:

Tiffany Zindel, County Administrator