

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0699

Adopted Date May 17, 2022

ACCEPT RESIGNATION OF JUSTIN TREADWAY, SERVICE WORKER II, WITHIN WARREN COUNTY FACILITIES MANAGEMENT EFFECTIVE MAY 20, 2022

BE IT RESOLVED, to accept the resignation of Justin Treadway, Service Worker II, within Warren County Facilities Management, effective May 20, 2022

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

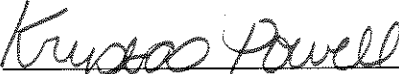
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Facilities Management (file)
J. Treadway's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0700

Adopted Date May 17, 2022

AUTHORIZE THE POSTING FOR SERVICE WORKER I POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for Service Worker I position within the Facilities Management Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Service Worker 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 May 16, 2022.

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

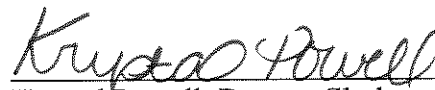
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0701

Adopted Date May 17, 2022

ACCEPT RESIGNATION OF ARYNN HINDS, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE MAY 5, 2022


BE IT RESOLVED, to accept the resignation of Aryn Hinds, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective May 5, 2022.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Human Services (file)
A. Hinds' Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0702

Adopted Date May 17, 2022

HIRE DANNYELL COLORADO, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

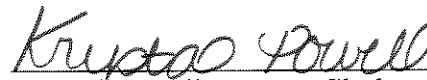
BE IT RESOLVED, to hire Danyell Colorado within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$16.07 per hour, under the Warren County Job and Family Services compensation plan, effective June 6, 2022, subject a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc: Human Services (file)
Dannyell Colorado's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0703

Adopted Date May 17, 2022

HIRE KAMEA WHITEHEAD AS CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Kamea Whitehead as Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #5, \$15.98 per hour, under the Warren County Job and Family Services compensation plan, effective May 23, 2022, subject a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc: Children Services (file)
Kamea Whitehead's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0704

Adopted Date May 17, 2022

APPROVE LATERAL TRANSFER OF JENNIFER STACY FROM THE POSITION OF SCREENER III TO FOSTER CARE ADOPTION CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, after interviews with internal candidates the Director of Children Services has requested the lateral transfer of Ms. Stacy to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Jennifer Stacy from the position of Screener III to Foster Care Adoption Caseworker II within the Warren County Department of Job and Family Services, Children Services Division effective May 20, 2022.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Children Services (file)
Jennifer Stacy's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0705

Adopted Date May 17, 2022

APPROVE LATERAL TRANSFER OF KATHERINE MULLINS FROM THE POSITION OF INVESTIGATIVE CASEWORKER III TO SCREENER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, after interviews with internal candidates the Director of Children Services has requested the lateral transfer of Ms. Mullins to said position; and

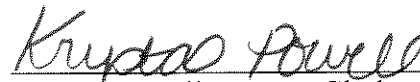
NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Katherine Mullins from the position of Investigative Caseworker III to Screener III within the Warren County Department of Job and Family Services, Children Services Division effective May 20, 2022.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Children Services (file)
K. Mullins' Personnel file
OMB – Sue Spencer

Resolution

Number 22-0706

Adopted Date May 17, 2022

ADOPT CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF RESIDENTIAL BUILDING OFFICIAL FOR BUILDING AND ZONING DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Residential Building Official be created within Building and Zoning Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Residential Building Official within Building and Zoning Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Residential Building Official, pay range assignment of #20, hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Residential Building Official, effective May 17, 2022.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Classification/Compensation file
Building and Zoning(file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 1 of 2

TITLE: Residential Building Official

PAY RANGE: 20

JOB RESPONSIBILITIES: Performs other duties as required.

Under direction, enforces all national, state and local codes applicable to the Ohio Board of Building Standards; review and revise building code as needed to ensure conformance with standards; conduct residential and commercial inspections; perform residential plan reviews and any additional duties as assigned

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent with a comprehensive knowledge of electrical wiring installation techniques and procedures; thorough knowledge of Ohio Building Code, County Building Code, National Electrical Code and construction techniques; travels to and gains access to work site.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Review building plans and inspections for compliance with national, state, and local codes. Resolve code interpretation differences and problems concerning building plan reviews or inspections.
2. Perform residential plan reviews.
3. Sign off on violations and work with Warren County Prosecutor's Office in enforcement actions. Verify and sign off on all Certificates of Occupancy.
4. Inspects residential and commercial construction to enforce applicable electrical and building codes (and ensure compliance with approved plans).
5. Travels and gains access to work site (e.g., traverses uneven and unstable terrain; negotiates over objects up to 24" in width; accesses 24" vertical movement; accesses all parts of a building, including attics, crawl spaces, mezzanines, etc. via standard ladders, access panels, hatchways, etc.) conforming to OSHA regulations and code for finished building.
6. Advises contractors and homeowners in violation of codes and provides reason(s) for non-compliance. Makes suggestions for correction of violations.
7. Receives telephone inquiries from contractors and general public.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 2 of 2

TITLE: Residential Building Official

PAY RANGE: 20

8. Works with hand tools, circuit testers, etc.
9. Works with fire department personnel to review sprinkler, piping and wiring, etc.
10. Maintains records of all buildings under construction and daily inspections conducted.
11. Files field inspection cards, etc.
12. Demonstrates a regular and predictable attendance.
13. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: Ohio building codes and other related legislation; fire safety codes; construction practices, methods and materials; inspection (NEC) and local (NEC) codes regulating electrical wiring and appliances; electrical installation techniques and procedures.

Ability to: develop and maintain working relationships with associates, builders and the general public; perform laborious tasks for extended periods of time under possible adverse conditions; collect, analyze and interpret data; communicate effectively; maintain accurate records; sort items into categories according to established methods.

Skill in: reading construction drawings.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: Residential Building Official

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	E	90
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	C	34
	TOTAL POINT FACTOR ASSIGNMENT		<u>695</u>
	RANGE		#20

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0707

Adopted Date May 17, 2022

APPROVE PAY INCREASE FOR JESSICA JOHNSON, ADMINISTRATIVE ASSISTANT,
WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the department has been in a restructuring process over the past several years preparing for multiple retirements and the Deputy Director has requested a wage increase for Ms. Johnson as she has increased her skill set and has taken on additional responsibilities during the restructuring process over the past several years; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Jessica Johnson, Administrative Assistant within the Telecommunications Department to \$19.79 per hour, effective pay period beginning May 21, 2022.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Telecom (file)
J. Johnson's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0708

Adopted Date May 17, 2022

SET PUBLIC HEARING FOR REZONING APPLICATION OF RDJ HOLDINGS LLC (CASE #2022-04), TO REZONE APPROXIMATELY 19.971 ACRES FROM "B1 PUD" TO NEIGHBORHOOD COMMERCIAL BUSINESS "B-1" AS A PLANNED UNIT DEVELOPMENT IN UNION TOWNSHIP TO AMEND ALLOWABLE USES

BE IT RESOLVED, to set a public hearing for the rezoning application of RDJ Holdings LLC, owner of record (Case #2022-04), to rezone approximately 19.971 (Parcel Numbers 12153000090) located at 2752 State Route 42 in Union Township from Neighborhood Commercial Business "B-1" as a Planned Unit Development to Neighborhood Commercial Business "B-1" as a Planned Unit Development to amend the current allowable uses under the new ownership; said public hearing to be held June 7, 2022, at 9:05 a.m. in the County Commissioners Meeting Room; and

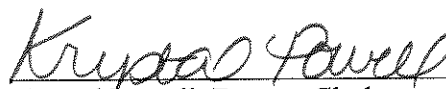
BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

tao/

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0709

Adopted Date May 17, 2022

APPROVE ENROLLMENT AGREEMENT WITH PROFESSIONAL DEVELOPMENT
ACADEMY

BE IT RESOLVED, to approve the Vice President of the Board to execute an Enrollment Agreement with Professional Development Academy for director training, as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

HR/

cc: c/a—Professional Development Academy
OMB (file)
S. Spencer



Enrollment Agreement

Program Name/Services	Program Start	Program End	# of Users*	Enrollment Costs Summary		
				Retail Price/User	Discounts**/user	Cost per User†
NACO High Performance	Sep 12 2022	Dec 16 2022	1	\$2,495.00	(\$950.00)	\$1,545.00
				Total Retail Price:	Total Discounts	Total Invoice Price:
				\$2,495	\$950	\$1,545

* # of Users: If the number of users is specified, access and the license below are limited to that number of users.

**Notes for discounts: 2021 discount for states at the MSA 250 level.

†This is the fee for enrollment plus applicable sales tax per user after discounts.

AGREEMENT NOTES COMPANY IS: Warren County, OH	Enrollment contact Courtney Harvey
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PAYMENT TERMS: Cost of enrollment will be invoiced within 5 days of signing this Agreement. Payment is due within thirty (30) days upon receipt of invoice or prior to the start of the program, whichever is earlier. Payment via credit card will be assessed an additional 3.5% processing fee.

ACCOUNTING CONTACT INFORMATION

Name: Susan Spencer Title: HR Manager Phone: 513-695-1747

Mailing Address: 406 Justice Drive Lebanon, OH 45036 Email Address: susan.spencer@co.warren.ohio.gov

TERMS & CONDITIONS: This Letter of Agreement and associated Fees are non-cancelable and non-refundable. We reserve the right to postpone sessions if there is any risk to the quality of the Participant experience. In the case of postponement, Participants will be accommodated at later Program Start dates.

The abovementioned number of users ("Participants") at COMPANY will be enrolled in the selected Program. Participants are expected to begin the Academy at the Program Start date. After enrollment, participants may not reschedule. Substitute participants are permissible before the start of Week 1 of the Program. We ask that the Primary Contact / Signatory below select the substitute participant.

During the term of the Agreement, the Professional Development Academy grants individual Participants a personal, non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to use the Materials. To be sure, Materials means Program-specific materials and resources including publications, websites, webinars, tools and services prepared by the Professional Development Academy, including all portions, subsets and derivatives thereof and additionally, access to program participant learning management system/web portal; live event webinars; ongoing learning activities pre- and post-learning sessions; and graduation packets.

Individual program participants may continue to use Materials following the Program End date, but access to any online tools may be terminated at the Program End date. COMPANY understands and agrees that the license to the Materials is on a per user basis and such Materials may not be shared, copied or otherwise distributed within the COMPANY. COMPANY further agrees to not sublicense, sell, transfer, assign, or display the Materials for any third party. Except for the license granted herein, the Professional Development Academy shall retain all ownership, title and interest in any and all intellectual property relating to the Materials and Services. Access for additional participants can be purchased by contacting your enrollment director. In recognition of the preferred pricing reflected in this Agreement, COMPANY agrees to provide the Professional Development Academy with a reasonable opportunity to capture and document the value created by the Professional Development Academy at COMPANY for potential use in marketing communications or as a general endorsement of the value of the Professional Development Academy to potential customers. All documentation and value capture from COMPANY will be conducted in compliance with COMPANY's policy regarding endorsements and shall be done utilizing mutually agreeable and convenient methods. Any Professional Development Academy marketing communications or general endorsements comprised of COMPANY information will only be made with COMPANY's prior written consent.

Shannon Jones
5-17-22
Signature
Print Name
Date

APPROVED AS TO FORM

Adam M. Nice
 Asst. Prosecuting Attorney

RECEIVED OMBBPA
 MAY 19 2022 RCL



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0710

Adopted Date May 17, 2022

AUTHORIZE VICE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR AN EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Miami Valley Brewery Collectibles Club of America (BCCA) is holding an event at the Warren County Fairgrounds on June 16 – June 18, 2022; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Miami Valley BCCA for the purpose of obtaining a liquor license during the convention being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control
Richard Ordeman
Agricultural Society (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0711

Adopted Date May 17, 2022

AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO SIGN THE FISCAL YEAR 2023 RECLAIM APPLICATION THROUGH THE STATE OF OHIO DEPARTMENT OF YOUTH SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to authorize the Vice President of the Board to sign the FY 2023 RECLAIM application through the State of Ohio Department of Youth Services effective July 01, 2022 to June 30, 2023, on behalf of the Warren County Juvenile Court. Copy of said agreement is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Youth Services, the Warren County Board of Commissioners has no further obligation to fund this program.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Ohio Department of Youth Services
OGA
Juvenile (file)

**Ohio Department of Youth Services Subsidy Grant
JUVENILE COURT FUNDING APPLICATION UPDATE**
Submit electronically in PDF format by June 1, 2022 to:


DYSGrantsreporting@DYS.Ohio.gov

Juvenile Court: Warren County Juvenile Court

Fiscal Year 2023 Projections:


- a) Projected number of admissions to DYS in FY 2023: 2
- b) This represents (check one) from the previous year:
 an increase a decrease no change
- c) Projected number of admissions to a CCF in FY 2023: 2
- d) This represents (check one) from the previous year:
 an increase a decrease no change

Authorized Signatures:



Administrative Judge

5-11-22
Date

Vice 

Vice President, Board of County Commissioners
or County Executive

5-17-22
Date

Required Attachments to this page:

- Attachment A, Page 1, for FY 2023
- Attachment A, Page 2, for FY 2023
- Budget Forms for each program listed on Attachment A, Page 2

A Program Narrative (Attachment B) only needs to be submitted if one or both of the following is true:

- The court is creating a new program for FY 2023
- The program has changed to the extent that the current Program Narrative (Attachment B) is no longer accurate

**Fiscal Accountability
Attachment A Page 1**

County: <u>Warren</u>			
Allocations			
FY 2023 Tentative Base Allocation (YSG/510)	(1A)	\$	326,567.00
FY 2023 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	1,021,823.83
FY 2023 Supplemental RECLAIM Allocation	(3A)	\$	
FY 2023 Targeted RECLAIM Allocation	(4A)	\$	
FY 2023 Competitive RECLAIM Allocation	(5A)	\$	
FY 2023 JDAI Allocation	(6A)	\$	
FY 2023 Y/E EVB Program Development Allocation	(7A)	\$	
FY 2023 Behavioral Health Juvenile Justice (BHJJ)	(8A)	\$	
Allocations Subtotal			(A) \$ 1,348,390.83
Tentative carryover Balances as of 6/30/22 and carryover limit			
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	324,375.08
Targeted RECLAIM Carryover	(2B)	\$	
Competitive RECLAIM Carryover	(3B)	\$	
JDAI Carryover	(4B)	\$	27,705.91
Y/E EVB Program Development Carryover (Include any former HB-153 Funds)	(5B)	\$	862.25
Behavioral Health Juvenile Justice (BHJJ)	(6B)	\$	
Tentative Carryover Subtotal			(B) \$ 352,943.24
Carryover Limit			(C) \$ 270,218.45
<i>(25% of Total FY 2021 RECLAIM and Youth Services Grant Allocations)</i>			
Exemptions			
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D)	\$	324,375.08
Targeted RECLAIM Exemption	(2D)	\$	
Competitive RECLAIM Exemption	(3D)	\$	
JDAI Exemption	(4D)	\$	27,705.91
Y/E EVB Program Development	(5D)	\$	862.25
Behavioral Health Juvenile Justice (BHJJ)	(6D)	\$	
Total Exemptions			(D) \$ 352,943.24
Withholdings			
Subsidy Grant (YSG + RECLAIM)*	(1E)	\$	
Targeted RECLAIM	(2E)	\$	
Competitive RECLAIM	(3E)	\$	
JDAI	(4E)	\$	
Y/E EVB Program Development	(5E)	\$	
Behavioral Health Juvenile Justice (BHJJ)	(6E)	\$	
Withholding Estimate (to be withheld from FY 2023 payments)			(E) \$ -
Available Program Funds			
Subsidy Grant (YSG + RECLAIM)*	(1F)	\$	1,672,765.91
Targeted RECLAIM	(2F)	\$	
Competitive RECLAIM	(3F)	\$	
JDAI	(4F)	\$	27,705.91
Y/E EVB Program Development	(5F)	\$	862.25
Behavioral Health Juvenile Justice (BHJJ)	(6F)	\$	
Total Available FY 2023 Program Funds			(F) \$ 1,701,334.07
Estimated Program Costs			
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G)	\$	1,347,076.16
Targeted RECLAIM Estimated Program Costs	(2G)	\$	
Competitive RECLAIM Estimated Program Costs	(3G)	\$	
JDAI Estimated Program Costs	(4G)	\$	27,500.00
Y/E EVB Program Development Costs	(5G)	\$	862.25
Behavioral Health Juvenile Justice (BHJJ)	(6G)	\$	
Total Estimated FY 2023 Expenditures			(G) \$ 1,375,438.41
Unallocated Funds			
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H)	\$	325,689.75
Targeted RECLAIM Unallocated	(2H)	\$	
Competitive RECLAIM Unallocated	(3H)	\$	
JDAI Unallocated	(4H)	\$	205.91
Y/E EVB Program Development Unallocated	(5H)	\$	0.00
Behavioral Health Juvenile Justice (BHJJ)	(6H)	\$	
Total Unallocated Funds			(H) \$ 325,895.66

* Supplemental Allocation Included in RECLAIM amount

ATTACHMENT A
Page 2

County: Warren
FY: 2023

Prepared By: Laura Schneckner
Phone # 513-695-1615

Funding Category	Activity Purpose	Local Program Name	Program Funding
Subsidy Grant	Behavioral Change	Residential-Mary Haven Youth Center	\$ 676,699.00
Subsidy Grant	Behavioral Change	Evening Reporting Center	\$ 163,671.40
Subsidy Grant	Skill Knowledge	Day Treatment Program-SOS	\$ 196,744.00
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 35,000.00
Subsidy Grant	Skill Knowledge	Parent Success	\$ 25,000.00
Subsidy Grant	Support Activity Tracking	GPS	\$ 15,000.00
Subsidy Grant	Support Activity Tracking	Emergency Foster Care	\$ 3,858.75
Subsidy Grant	Support Activity Tracking	Community Service/Restitution Program	\$ 21,100.00
Subsidy Grant	Support Activity Admision	Drug Testing	\$ 6,900.00
Subsidy Grant	Support Activity Admision	Detention Services	\$ 7,530.00
Subsidy Grant	Support Activity Admision	Clinical Assessments	\$ 6,500.00
Subsidy Grant	Support Activity Admision	Court Appointed Special Advocates	\$ 120,473.01
JDAI	Behavioral Change	Intensive Home Based	\$ 25,000.00
JDAI	Grant Administration	JDAI	\$ 2,500.00
Y/E EVB Program Development	Grant Administration	Probation Training	\$ 862.25
Subsidy Grant	Skill Knowledge	Online Interventions	\$ 3,600.00
Subsidy Grant	Support Activity Admision	Organized Community Activities	\$ 3,000.00
Subsidy Grant	Grant Administration	Training	\$ 20,000.00
Subsidy Grant	Support Activity Tracking	Mentoring Services	\$ 42,000.00
Total Program Costs			\$ 1,375,438.41

Note: For each program, indicate the Funding Source, Primary Purpose, Local Program Name, and the total budget for the program. Please list programs in order by funding source (Subsidy Grant, Targeted, JDAI, Competitive, DAEI, Y/E EVB Program Development) then by local program name.

Provide the Juvenile Court Budget for the Current Year:

\$ 3,956,441.00

Exclude the following:

1. Any state or federal funding
2. Operational costs of detention centers, rehabilitation centers, or other facilities

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Kim Ryan	YouthCare Specialist	Existing	1040	24.07	\$ 25,032.80
Kim Ryan	YouthCare Specialist	Existing	1040	24.79	\$ 25,781.60
Elton Frauenknecht	YouthCare Specialist	Existing	1040	27.73	\$ 28,839.20
Elton Frauenknecht	YouthCare Specialist	Existing	1040	28.56	\$ 29,702.40
Mike Box	YouthCare Specialist	Existing	1040	27.01	\$ 28,090.40
Mike Box	YouthCare Specialist	Existing	1040	27.82	\$ 28,932.80
TOTAL STAFF POSITIONS					\$ 166,379.20
Fringe Benefits					
Type	OPERS				\$ 23,293.71
Type	Medicare				\$ 2,412.56
Type	Worker's Compensation				\$ 3,327.67
Type	Health/Life Insurance				\$ 39,986.93
TOTAL FRINGE BENEFITS					\$ 69,020.87
TOTAL STAFF and FRINGE BENEFITS					\$ 235,400.07
Budget Narrative - Describe the services that the positions will provide.					
YouthCare Specialists administer the daily programming and correction and feedback as appropriate to the youth including all documentation.					

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Gordon Lewis	YouthCare Specialist	Existing	1040	22.05	\$ 22,932.00
Gordon Lewis	YouthCare Specialist	Existing	1040	22.71	\$ 23,618.40
Barri Pfister	YouthCare Specialist	Existing	1040	26.86	\$ 27,934.40
Barri Pfister	YouthCare Specialist	Existing	1040	27.67	\$ 28,776.80
Gordon Bell	YouthCare Specialist	Existing	1040	19.95	\$ 20,748.00
Gordon Bell	YouthCare Specialist	Existing	1040	20.95	\$ 21,788.00
TOTAL STAFF POSITIONS					\$ 145,797.60

Fringe Benefits		
Type	<u>OPERS</u>	\$ 20,411.27
Type	<u>Medicare</u>	\$ 2,114.02
Type	<u>Workers Compensation</u>	\$ 2,915.90
Type	<u>Health/Life Insurance</u>	\$ 30,189.99
TOTAL FRINGE BENEFITS		\$ 58,631.18
TOTAL STAFF and FRINGE BENEFITS		\$ 201,428.78

Budget Narrative - Describe the services that the positions will provide.

YouthCare Specialists administer the daily programming and correction and feedback as appropriate to the youth including all documentation.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Kim Barton	YouthCare Specialist	Existing	1040	23.83	\$ 24,783.20
Kim Barton	YouthCare Specialist	Existing	1040	24.54	\$ 25,521.60
Alison Wagner	ubstance Abuse Intervention Specialis	Existing	1040	22	\$ 22,880.00
Alison Wagner	ubstance Abuse Intervention Specialis	Existing	1040	23	\$ 23,920.00
Harry Lyons	YouthCare Specialist	Existing	1040	19.8	\$ 20,592.00
Harry Lyons	YouthCare Specialist	Existing	1040	20.39	\$ 21,205.60
TOTAL STAFF POSITIONS					\$ 138,902.40
Fringe Benefits					
Type	OPERS				\$ 19,447.63
Type	Medicare				\$ 2,014.22
Type	Workers Compensation				\$ 2,778.23
Type	Health/Life Insurance				\$ 36,526.38
TOTAL FRINGE BENEFITS					\$ 60,766.46
TOTAL STAFF and FRINGE BENEFITS					\$ 199,668.86
Budget Narrative - Describe the services that the positions will provide.					
YouthCare Specialist administer the daily programming and correction and feedback as appropriate to the youth including all documentation. The Substance Abuse Intervention Specialist provides substance abuse treatment and general intervention and support for all youth in the program.					

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Overtime		Existing			\$ 20,000.00
Two retention bonuses for the nine YouthCare Specialists-\$500 each					\$ 9,000.00
TOTAL STAFF POSITIONS					\$ 29,000.00

Fringe Benefits			
Type	<u>OPERS</u>	\$ 2,800.00	
Type	<u>Medicare</u>	\$ 290.00	
Type			
Type			
Type			
TOTAL FRINGE BENEFITS			\$ 3,090.00
TOTAL STAFF and FRINGE BENEFITS			\$ 32,090.00

Budget Narrative - Describe the services that the positions will provide.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Targeted RECLAIM

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Agency Name/Individual <small>(List all Providers by Name)</small>	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Undetermined	Private	Summer school teacher	30	\$ 75.00	\$ 2,250.00
Undetermined	Private	Summer school teacher	30	\$ 75.00	\$ 2,250.00
Total Purchased or Contract Services					\$ 4,500.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
<u>Materials for Progamming</u>	<u>12</u>	<u>\$ 200.00</u>	<u>\$ 2,400.00</u>	<u>Supplies & materials for Life Skills/Independent</u> <u>Living groups (estimate to spend \$200 a month)</u>
<u>Incentives/Rewards</u>	<u>12</u>	<u>\$ 100.00</u>	<u>\$ 1,200.00</u>	<u>Incentives/Rewards will be given to youth to</u> <u>promote and reward behavior while in the</u> <u>program.</u>
Total Maintenance Costs			\$ 3,600.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Ashley Young	Program Coordinator	Existing	1040	18.9	\$ 19,656.00
Ashley Young	Program Coordinator	Existing	1040	19.47	\$ 20,248.80
Justin Haldeman	Case Manager	Existing	1040	17.85	\$ 18,564.00
Justin Haldeman	Case Manager	Existing	1040	18.39	\$ 19,125.60
Michaela Burns	Case Manager	Existing	1040	17.8	\$ 18,512.00
Michaela Burns	Case Manager	Existing	1040	18.33	\$ 19,063.20
*Retention bonuses for these staff- twice a year at \$500 each					\$ 3,000.00
TOTAL STAFF POSITIONS					\$ 118,169.60
Fringe Benefits					
Type	OPERS				\$ 16,123.23
Type	Medicare				\$ 1,669.91
Type	Health Insurance				\$ 19,265.34
Type	Workers Comp				\$ 2,303.32
TOTAL FRINGE BENEFITS					\$ 39,361.80
TOTAL STAFF and FRINGE BENEFITS					\$ 157,531.40
Budget Narrative - Describe the services that the positions will provide.					
Case managers and program coordinator provide daily transportation to all youth. They facilitate daily programming groups and will provide daily feedback and direction to youth in regards to their behaviors. They prepare all written documentation necessary for the program.					

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Group Materials	1	\$ 1,200.00	\$ 1,200.00	Supplies needed for groups, games, school supplies
Rewards/Incentives	1	\$ 1,500.00	\$ 1,500.00	Rewards/incentives to be given to youth
Fuel	12	\$ 200.00	\$ 2,400.00	Fuel to transport youth participants
Vehicle Maintenance	1	\$ 500.00	\$ 500.00	Maintenance on vehicle used to transport participants.
Total Maintenance Costs			\$ 5,600.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Equipment Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Cell phone	12	\$ 45.00	\$ 540.00	Cell phone used by staff while transporting participants.
Total Equipment Costs			\$ 540.00	

Note: Equipment is defined as items that cost \$500.00 or more and have a useful life of more than one year.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skills Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Day School Treatment-SOS

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Zachary McCormick	Youth Care Specialist	Existing	1040	21.12	\$ 21,964.80
Zachary McCormick	Youth Care Specialist	Existing	1040	21.75	\$ 22,620.00
Eric Coulter	Youth Care Specialist	Existing	1040	23.84	\$ 24,793.60
Eric Coulter	Youth Care Specialist	Existing	1040	24.56	\$ 25,542.40
Melissa Harrison	Intervention Specialist	Existing	690	19.43	\$ 13,406.70
Melissa Harrison	Intervention Specialist	Existing	1390	20.43	\$ 28,397.70
*retention bonuses for these staff- twice a year at \$500 each					\$ 3,000.00
TOTAL STAFF POSITIONS					\$ 139,725.20

Fringe Benefits

Type	OPERS	\$ 19,141.35	
Type	Medicare	\$ 1,982.50	
Type	Workers Compensation	\$ 2,734.48	
Type	Health/Life Insurance	\$ 30,661.22	
			TOTAL FRINGE BENEFITS
			\$ 54,519.55
			TOTAL STAFF and FRINGE BENEFITS
			\$ 194,244.75

Budget Narrative - Describe the services that the positions will provide.

Youth Care Specialists provide transportation to and from this program as needed. They also provide daily feedback and direction in regards to youth's behaviors in the program, support for school, and facilitate programming groups. The Intervention Specialist oversees the daily operation of this program to include enrollment, coordination with schools, custodians, probation, court, etc. This person can also facilitate programming groups.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Day School Treatment-SOS

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Fuel	10	\$ 200.00	\$ 2,000.00	Fuel to transport youth to and from the program.
Vehicle Maintenance	1	\$ 500.00	\$ 500.00	Maintenance on vehicle used to transport youth to and from the program.
Total Maintenance Costs			\$ 2,500.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Truancy Education Groups

<u>Agency Name/Individual</u> <small>(List all Providers by Name)</small>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Warren County ESC	Public	Facilitate Truancy Education Groups to youth and custodians.	1	\$ 34,000.00	\$ 34,000.00
Total Purchased or Contract Services					\$ 34,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Truancy Education Groups

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Rewards/Incentives	1	\$ 1,000.00	\$ 1,000.00	Rewards and incentives are given out to truancy youth as they progress. School supplies are also purchased.
Total Maintenance Costs			\$ 1,000.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: Community Service Restitution Program

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Supplies	1	\$ 1,500.00	\$ 1,500.00	Supplies needed for youth and staff
Financial Assistance	1000	\$ 10.00	\$ 10,000.00	Restitution for victims
Total Maintenance Costs			\$ 11,500.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Detention Services

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Materials for Programming	1	\$ 2,500.00	\$ 2,500.00	Materials needed to provide year round services to youth in JDC such as life skills, corrective thinking materials, rewards & incentives, workbook EggShell, PTSD workbook, therapy games for teens, and workbook Thrive.
Total Maintenance Costs			\$ 2,500.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Court Appointed Special Advocate

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Melissa Perduk	CASA Director	Existing	1040	25.71	\$ 26,738.40
Melissa Perduk	CASA Director	Existing	1040	26.48	\$ 27,539.20
Laurie Mitroff	CASA Manager	Existing	390	20.6	\$ 8,034.00
Laurie Mitroff	CASA Manager	Existing	390	21.22	\$ 8,275.80
Rachel Gasparraj	CASA Manager	Existing	390	19.06	\$ 7,433.40
Rachel Gasparraj	CASA Manager	Existing	390	19.63	\$ 7,655.70
*Retention bonuses for these three staff					\$ 2,000.00
TOTAL STAFF POSITIONS					\$ 87,676.50
Fringe Benefits					
Type	OPERS				\$ 12,227.34
Type	Medicare				\$ 1,266.41
Type	Workers Compensation				\$ 1,746.76
Type	Health/Life Insurance				\$ 17,556.00
TOTAL FRINGE BENEFITS					\$ 32,796.51
TOTAL STAFF and FRINGE BENEFITS					\$ 120,473.01
Budget Narrative - Describe the services that the positions will provide.					
The CASA Director oversees the overall function of the CASA Program which includes two part tie CASA Managers and around fifty volunteers.					

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: JDAI

Activity Purpose Grant Administration

LOCAL PROGRAM / ACTIVITY NAME: JDAI

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Training/Travel costs	1	\$ 2,000.00	\$ 2,000.00	Training & travel costs related to JDAI.
Total Maintenance Costs			\$ 2,000.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Y/E EVB Program Development

Activity Purpose Grant Administration

LOCAL PROGRAM / ACTIVITY NAME: Probation Training

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
TBD		Evidence Based Training	1	\$ 863.45	\$ 863.45
Total Purchased or Contract Services					\$ 863.45

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: _____

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Online Interventions

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
<u>3rd Millenium</u>	<u>Private</u>	<u>Online intervention programs</u>	<u>1</u>	<u>\$ 3,600.00</u>	<u>\$ 3,600.00</u>
		<u>(interventions range from \$25-\$105</u>			
		<u>per progam)</u>			
Total Purchased or Contract Services					\$ 3,600.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Organized Community Activities

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Pro-social Activities	1	\$ 3,000.00	\$ 3,000.00	Costs associated with pro-social activities
				such as sports, music, art, hobbies, etc. for
				youth involved with the Court.
Total Maintenance Costs			\$ 3,000.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0712

Adopted Date May 17, 2022

APPROVE AND AUTHORIZE THE DOMESTIC RELATIONS JUDGE TO SIGN A LEASE AND MAINTENANCE AGREEMENT WITH MILLENNIUM BUSINESS SYSTEMS ON BEHALF OF WARREN COUNTY COURT OF COMMON PLEAS, DOMESTIC RELATIONS DIVISION

BE IT RESOLVED, to approve and authorize the Domestic Relations Judge to sign a Lease and Maintenance Agreement with Millennium Business Systems, relative to Warren County Common Pleas Court, Domestic Relations Division's purchase of a Sharp MX-M6071 Color Copier, as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

KP

cc: c/a – Millennium Business Solutions
Domestic Relations (file)

Millennium Business Systems
 11085 Montgomery Road, Cincinnati, Ohio 45249
 Phone: (513) 924-9600 Fax: (513) 924-0042

LEASING APPLICATION



Date: 4/6/22		Vendor: Millennium Business Systems		Phone: 513-924-9600		Fax: 513-924-0042	
Vendor contact: DGB		email: afeltner@getmillennium.com		Monthly Cost: \$ 311.00 (excludes Tax)		Term: 60 Months	
Equipment description (make, model): (2) Sharp MX-M6071's							
Purchase Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> Other							
Company (applicant)							
Full Legal Name (as chartered): Warren County Ohio				DBA name: Domestic Relations Court			
Phone #: 513-695-2586		Fax #: 513-695-1880		Contact name: Mary Ellen Steele		Contact email: Mary.Steele@cowarren.oh.us	
Phone extension: 2586		Device location (address): 500 Justice Drive		City: Lebanon		County: Warren	
State: OH		Zip: 45036		Billing address: 500 Justice Drive		City: Lebanon	
County: Warren		State: OH		Zip: 45036		Billing contact: Mary Ellen Steele	
Type of business: Common Pleas Court		Domestic Relations Court		State of Incorporation: OH		Year company founded: 1803	
Fed. Tax ID# 31-60000-58W		Tax Exempt: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		(If yes, please attach tax exempt certificate)			
Business structure: Proprietorship: <input type="checkbox"/>		Partnership: <input type="checkbox"/>		C-Corp: <input type="checkbox"/>		Sub-S Corp: <input type="checkbox"/>	
LLC: <input type="checkbox"/>		Non-Profit: <input type="checkbox"/>		Other: <input checked="" type="checkbox"/>			
Ownership (please attach same information for additional owners). *** If your state requires a Credit Bureau (CB) access code # to access your credit report, please supply this code below where indicated. *** This section is only required for new businesses and single owner sole proprietorships.							
Name:		Date of Birth:		Title:		SS#:	
Address (home):		City:		State:		Zip:	
Phone:		Percent owned:		Name:		Date of Birth:	
Title:		SS#:		Address (home):		City:	
State:		Zip:		Phone:		Percent owned:	
Name:		Date of Birth:		Title:		SS#:	
Address (home):		City:		State:		Zip:	
Phone:		Percent owned:		Name:		Date of Birth:	
Title:		SS#:		Address (home):		City:	
State:		Zip:		Phone:		Percent owned:	
Bank Deposit Information							
Name:		Contact:		Phone:		Acct #:	
Credit References							
Name:		Contact:		Phone:		Acct #:	
Name:		Contact:		Phone:		Acct #:	
Insurance							
Agency:		Contact:		Phone:			
Address:		City:		State:		Zip:	
Insurance Carrier:							
Authorization							
I hereby certify that all information contained in this application, and all attachments hereto, are true and complete to the best of my knowledge, and are made for the purpose of obtaining credit. I authorize Millennium Business Systems, and any agencies acting on its behalf, to verify any of the information from whatever source it deems appropriate, and I further authorize any of the above references to release credit information to Millennium Business Systems. It is understood that this application shall remain the property of Millennium Business Systems, whether or not the lease is granted, and that this constitutes an application only and shall not be binding upon either Millennium Business Systems or the applicant. Note: Anyone can fill out this application and sign below, however, all owners or corporate officers must also sign below.							

Date: 4-13-22	Signature:	Print Name: Jeffrey T. Kirby
Date:	Signature:	Print Name:
Date:	Signature:	Print Name:

Millennium Capital, LLC
 11085 Montgomery Road
 Cincinnati, Ohio 45242
 Fax: 513-924-0042



EQUIPMENT LEASE AGREEMENT NO. _____

Phone: 513-924-9600
 Cincinnati Owned and Operated

CUSTOMER ("Lessee" or "you" or "your")

LEGAL NAME: Warren County Domestic Relations DBA: _____
 ATTENTION: Mary Ellen Steele PHONE: _____
 BILLING ADDRESS: 500 Justice Drive CITY: Lebanon STATE: OH ZIP: 45036
 EQUIPMENT ADDRESS: Same CITY: _____ STATE: _____ ZIP: _____
 PHONE NUMBER: (513) 695-2586
 FAX NUMBER: _____
 EMAIL (for electronic billing) if applicable: _____

VENDOR (11085 Montgomery Road, Cincinnati, OH 45249)
 Millennium Business Systems, Inc.

EQUIPMENT AND PAYMENT TERMS

QTY	DESCRIPTION	SERIAL NO.	LOCATION
1	Sharp MX - M6071		
1	Sharp MX - M6071		

FURTHER TERMS AND CONDITION

AGREEMENT. You want us, Millennium Capital, LLC, ("Lessor") to pay your Vendor for the equipment described herein ("Equipment") and you will pay us the amounts payable under the terms of this agreement ("Agreement") each month by the due date. This Agreement will begin on the date the Equipment is delivered to you. We may charge you a reasonable fee to cover documentation and investigation costs. You will pay all sums on or before the due date and send them to the address we provide you. You may pay by ACH if so indicated.

YOU CONFIRM THAT YOU HAVE SELECTED THE EQUIPMENT AND YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, OR WARRANTIES BY US. ALL ITEMS OF THE EQUIPMENT ARE DELIVERED TO YOU FOB MANUFACTURER'S PLANT. YOU ACKNOWLEDGE THAT MILLENNIUM BUSINESS SYSTEMS, INC. AND MILLENNIUM CAPITAL, LLC ARE NOT AGENTS FOR EACH OTHER. YOU WAIVE ANY CLAIM AGAINST US WITH RESPECT TO THE INSTALLATION, MAINTENANCE OR SERVICING OF THE EQUIPMENT. BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF THIS ENTIRE AGREEMENT AND AGREE TO THE PROVISIONS ON BOTH SIDES.

NET LEASE. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE TERM. YOU UNDERSTAND AND AGREE THAT WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE AND YOUR PROMISE TO PAY US PURSUANT TO THE TERMS HEREOF, WITHOUT CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON,

EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED AND EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not alter or move it from the equipment location indicated above without our prior approval. You must resolve any dispute you have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf. As to the Equipment, you agree to: (a) keep it in your exclusive control and possession; (b) use it in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep it repaired and maintained in good working order and as required by the manufacturer's warranty, and standard full service maintenance contract; (d) give us reasonable access to inspect; and (e) keep it free of liens. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return.

(continued on the reverse side.)

PAYMENT TERMS

MONTHLY LEASE PAYMENT \$ 311.00 TERM OF LEASE: 60 months
 (excluding sales tax) OTHER CHARGES: \$ N/A + \$125.00 FILING FEE DUE WITH FIRST PAYMENT
 Payment Terms-Net Due on Receipt PURCHASE OPTION Fair Market Value \$1.00 OTHER _____
 PAYMENT METHOD: ACH INVOICE CREDIT CARD ELECTRONIC BILLING: Yes No
 SALES TAX: Each Lease payment is subject to Sales Tax of _____% Tax Exempt - Exception Certificate attached

Handwritten signature

LESSOR'S AUTHORIZED SIGNATURE

CUSTOMER'S AUTHORIZED SIGNATURE

LESSOR: Millennium Capital LLC

LESSEE: Warren County Domestic Relations Court

X SIGNATURE

Handwritten signature of Dave Bartlow

SIGNATURE:

Handwritten signature of Jeffrey T. Kirby

NAME & TITLE: Dave Bartlow - Managing Member

DATE: 4/30/22

NAME & TITLE: Jeffrey T. Kirby
Judge

DATE: 4-13-21

Millennium Capital, LLC
 11085 Montgomery Road
 Cincinnati, Ohio 45242
 Fax: 513-924-0042



EQUIPMENT LEASE AGREEMENT NO. _____

Phone: 513-924-9600
 Cincinnati Owned and Operated

CUSTOMER ("Lessee" or "you" or "your")

LEGAL NAME: Warren County Domestic Relations DBA: _____
 ATTENTION: Mary Ellen Steele PHONE: _____
 BILLING ADDRESS: 500 Justice Drive CITY: Lebanon STATE: OH ZIP: 45036
 EQUIPMENT ADDRESS: Same CITY: _____ STATE: _____ ZIP: _____
 PHONE NUMBER: (513) 695-2586
 FAX NUMBER: _____
 EMAIL (for electronic billing) if applicable: _____

VENDOR (11085 Montgomery Road, Cincinnati, OH 45249)
 Millennium Business Systems, Inc.

EQUIPMENT AND PAYMENT TERMS

QTY	DESCRIPTION	SERIAL NO.	LOCATION
1	Sharp MX - M6071		
1	Sharp MX - M6071		

FURTHER TERMS AND CONDITION

AGREEMENT. You want us, Millennium Capital, LLC, ("Lessor") to pay your Vendor for the equipment described herein ("Equipment") and you will pay us the amounts payable under the terms of this agreement ("Agreement") each month by the due date. This Agreement will begin on the date the Equipment is delivered to you. We may charge you a reasonable fee to cover documentation and investigation costs. You will pay all sums on or before the due date and send them to the address we provide you. You may pay by ACH if so indicated.

YOU CONFIRM THAT YOU HAVE SELECTED THE EQUIPMENT AND YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, OR WARRANTIES BY US. ALL ITEMS OF THE EQUIPMENT ARE DELIVERED TO YOU FOB MANUFACTURER'S PLANT. YOU ACKNOWLEDGE THAT MILLENNIUM BUSINESS SYSTEMS, INC. AND MILLENNIUM CAPITAL, LLC ARE NOT AGENTS FOR EACH OTHER. YOU WAIVE ANY CLAIM AGAINST US WITH RESPECT TO THE INSTALLATION, MAINTENANCE OR SERVICING OF THE EQUIPMENT. BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF THIS ENTIRE AGREEMENT AND AGREE TO THE PROVISIONS ON BOTH SIDES.

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EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED AND EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not alter or move it from the equipment location indicated above without our prior approval. You must resolve any dispute you have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf. As to the Equipment, you agree to: (a) keep it in your exclusive control and possession; (b) use it in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep it repaired and maintained in good working order and as required by the manufacturer's warranty, and standard full service maintenance contract; (d) give us reasonable access to inspect; and (e) keep it free of liens. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return.

(continued on the reverse side.)

APPROVED AS TO FORM
Keith W. Anderson
 Keith W. Anderson
 Assoc. Deputy Attorney

PAYMENT TERMS

MONTHLY LEASE PAYMENT \$ 311.00 TERM OF LEASE: 60 months
 (excluding sales tax) OTHER CHARGES: \$ N/A + \$125.00 FILING FEE DUE WITH FIRST PAYMENT
 Payment Terms-Net Due on Receipt PURCHASE OPTION Fair Market Value \$1.00 OTHER _____
 PAYMENT METHOD: ACH INVOICE CREDIT CARD ELECTRONIC BILLING: Yes No
 SALES TAX: Each Lease payment is subject to Sales Tax of _____% Tax Exempt - Exception Certificate attached

LESSOR'S AUTHORIZED SIGNATURE

LESSOR: Millennium Capital LLC

CUSTOMER'S AUTHORIZED SIGNATURE

LESSEE: Warren County Domestic Relations Court

SIGNATURE: _____

SIGNATURE: *Jeffrey T. Kirby*

NAME & TITLE: Dave Bartlow - Managing Member

DATE: _____

NAME & TITLE: Jeffrey T. Kirby

Judge

DATE: 4-13-21

30

TITLE. We own the Equipment. The title remains with us. You have the right to use the Equipment under the terms of this Agreement.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACCEPT THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING, WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX, OR ACCOUNTING TREATMENT OF THIS LEASE. YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX, AND ACCOUNTING ADVICE CONCERNING THIS AGREEMENT.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement or any rights without our prior written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part without notifying you. You agree that any assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

SECURITY DEPOSIT. If applicable, the Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), until all obligations under this Agreement are satisfied. It may be applied at our option against amounts due under this Agreement. The Security Deposit will be returned to you on termination of this Agreement, provided you are not in default, or it may be applied to the last payment or to the amount we may quote for any purchase or upgrade of the Equipment.

GOVERNING LAW. This Agreement and any claim related to this Agreement will be governed by Ohio law. Any dispute will be adjudicated in a state or federal court located in Hamilton County, Ohio. You consent to personal jurisdiction and venue of such courts and waive transfer of venue. ~~To the extent permitted by law, you waive trial by jury in any action by or against Lessor hereunder and all rights and remedies granted under the uniform commercial code.~~

NARREN

~~LATE CHARGES For any payment which is not received within ten (10) days of its due date, you agree to pay a late charge equal to the higher of 5% of the amount due (not to exceed the maximum amount permitted by law) as reasonable late payment costs. You also agree to pay \$50.00 for each check returned for insufficient funds or any other reason.~~

LOSS OR DAMAGE; INDEMNITY. You are responsible for any damage to or loss of the Equipment. No such loss or damage whether by theft or casualty or otherwise relieves you from your payment obligations. In no case will we be liable for any consequential or indirect damages. You are responsible for all damages, claims, injuries, losses and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any way relating to the Equipment, including its use, condition or possession. You agree to defend, indemnify and hold us harmless against all Claims, although we reserve the right to control the defense and to select or approve counsel. This indemnity extends beyond the termination of this Agreement for acts or omissions which occurred during its term. You also agree that this Agreement is based on the understandings that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner. You will indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumption herein to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the payments and other amounts due to mitigate adverse effects.

INSURANCE You agree, at your cost, to: (a) keep the equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$ 300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

TAXES. You will pay when due, (either directly or by reimbursing us) all taxes and fees relating to the Equipment and this Agreement. You agree to file any required personal property tax returns. Sales or use tax due upfront will be payable over the term with a finance charge.

DEFAULT AND REMEDIES. You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) you default under any other agreement with us; or (d) you attempt to sell, encumber, sublet or transfer the Equipment, in whole or in part. If you default, we may do one or more of the following: (1) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current payments and charges; (ii) the present value of all remaining payments and charges, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (2) declare any other agreements between us in default; (3) require you to return all the Equipment as set out herein, or take possession of the Equipment, (in which case we will not be held responsible for any losses directly or indirectly arising out of the presence and/or use of any proprietary information residing on or within the Equipment); and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (4) charge you interest on all amounts due us from the due date until paid at the rate of 1 1/2% per month or, the lawful maximum rate, whichever is lesser; and (5) charge you for expenses incurred in connection with the enforcement of our remedies, including, without limitation, repossession, repair, collection costs, reasonable attorneys' fees and court costs. These remedies are cumulative. Other remedies provided for by law, may also be exercised concurrently or separately. Failure or delay to exercise any rights will not operate as a waiver.

END OF TERM. At the end of the Term and on 30 days prior written notice to us, you will either: (a) return all of the Equipment; or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you fail to provide us written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Agreement will automatically renew on a month-to-month basis and all provisions will still apply, including, all of your payment obligations until all of the Equipment is either returned to us or purchased by you for the applicable Fair Market Value, plus taxes. If you are in default, or do not purchase the Equipment at the end of the term or may extension you shall: (1) return the Equipment, freight and insurance prepaid at your risk, to the location we indicate along with all manuals and logs, in good order and condition (except for ordinary wear and tear), packed per the shipper specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment or for damages incurred in shipping and handling.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Notices must be in writing and will be deemed given five (5) days after mailing to the applicable business address. You represent that you have authority to enter into this Agreement and it is signed by your authorized officer or agent. This Agreement cannot be modified except by another document signed by us. This Agreement is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to: (a) obtain credit reports/make credit inquiries; (b) furnish your information, including payment history, to credit reporting agencies and assignees or parties having an economic interest herein, and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms remain in effect and enforceable. You authorize us to insert or correct missing information herein. If you request and we permit early termination, you agree to pay a fee for such privilege.

EXECUTION. This Agreement may be executed in counterparts. Facsimile or other electronic execution is binding. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, constitutes the original agreement for all purposes. No party may raise as a defense to the enforcement of this that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement.

DELIVERY AND ACCEPTANCE Lessee acknowledges that the Equipment set forth above has been delivered, installed and accepted, and it is in good working order and satisfactory for all purposes of the Lease.

SIGNATURE: TITLE: Judge
PRINTED NAME: Jeffrey T. Kirby DATE: 4-13-22

UNCONDITIONAL GUARANTY The undersigned unconditionally guarantees that the Customer will timely perform all obligations and make all payments under this Agreement. The undersigned waives any notification if the Customer is in default and consents to any extensions or modifications granted the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Lessor to proceed against Customer or anyone else or exercise any rights as to the Equipment. The undersigned further agrees to the designated forum and consents to personal jurisdiction, venue and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including reasonable attorney fees, incurred by Lessor related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports of guarantor.

SIGNATURE: _____ SIGNATURE: _____
NAME (Printed): _____ DATE: _____ NAME (Printed): _____ DATE: _____

Karl W. Anderson
Asst. Procurement Attorney

FTG Entity Address:

CUSTOMER INFORMATION

Bill To:

Name:	Warren County Domestic Relations
Contact Phone:	(513) 695-2588
Address:	500 Justice Drive
City, State, Zip:	Lebanon, OH 45036
Meter Contact:	Mary Ellen Steele
Suite/Room #:	
E-mail:	Mary.Steele@co.warren.oh.us

Equipment Location:

Name:	Same
Contact Phone:	
Address:	
City, State, Zip:	
Meter Contact:	
Suite/Room #:	
E-mail:	

AGREEMENT DETAILS

Term:

Monthly Volume: B/W: Color:

Cost Per Print:

Cost Per Print: B/W: Color: See Grouped Pool

Customized Billing (Y/N):

Overages:

Overages: B/W: Color: See Grouped Pool

Monthly Payment: Service Response Time:

Billing Frequency: Overage Billing Frequency:

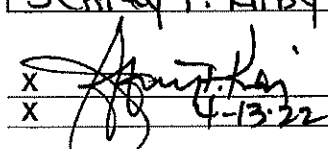
Comments:

CUSTOMER ACCEPTANCE

THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NEITHER PARTY IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES

Customer:

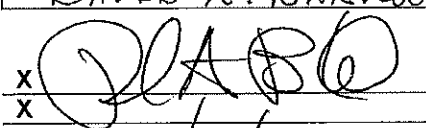
Print Name:

Signature: 

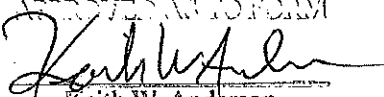
Date:

Supplier:

Print Name:

Signature: 

Date:

APPROVED AS TO FORM

 Keith W. Anderson
 Asst. Prosecuting Attorney

Terms & Conditions

1. **AGREEMENT:** This Agreement will become effective between the customer ("Customer") and supplier ("Supplier") listed on the cover page upon execution by both parties (the "Effective Date"). This Agreement may cover devices installed by Supplier ("Installed Devices") and/or the onboarding of devices already in customer's possession ("Preexisting Devices"). Installed Devices and Preexisting Devices may collectively be referred to herein as "Devices". The period from the Effective Date through the date all Installed Devices are installed and/or the date all Preexisting Devices are onboarded, as applicable, is the "Implementation Period". To the extent any device is leased, the applicable lease will not begin until after the end of the Implementation Period.
2. **ITEMS INCLUDED:** The pricing set forth on the cover page of this Agreement includes the following as applicable: unlimited service calls, parts (as classified by the manufacturer) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer imaging drums and toner) based on Average Supply Consumption (defined in Section 8(a)), and service and parts as may be required for normal use of scanning functions on a multifunction/MFP device.
3. **ITEMS EXCLUDED:** Except as specified, service and maintenance under this Agreement excludes the following:
 - a. Paper and staples, external cards, hard drive wipes/destruction (unless otherwise agreed), software, connected hardware, envelope feeders, network and power cords;
 - b. Damage due to fire, accident, theft, or arising out of or caused by (i) misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, (ii) use of equipment beyond Original Equipment Manufacturer's ("OEM") specifications, (iii) movement of the Device by anyone other than an authorized Supplier representative; and (iv) use of supplies, parts, or paper not meeting manufacturer's specifications causing excessive service calls. Repair/replacement of these items will be charged at \$125/hour for labor, including travel time (the "Hourly Rate"), plus cost of parts;
 - c. Excess Supply Consumption (defined in Section 8(a));
 - d. Reconditioning (defined in Section 6);
 - e. Charges for installation or removal of the Device or third-party modifications to software or hardware; and
 - f. Network connected equipment is covered up to the network connection of the Device. Onsite service calls caused by computer or network issues will be charged at the Hourly Rate.
4. **SERVICE:** Except as set forth in Section 3, Supplier shall provide service and maintenance on the Devices. Preventative maintenance will be performed based on the OEM's recommended interval. Supplier's service and maintenance are subject to the following:
 - a. Supplier guarantees a quarterly average response time as specified on the front of this Agreement ("Service Response Time").
 - b. Supplier reserves the right to inspect each Preexisting Device to determine if it is in good mechanical condition. Should any Preexisting Device require repair with costs exceeding the fair market value of the Device, Customer may either replace the Preexisting Device or pay to repair it. Any repairs will be performed only upon agreement of both parties.
 - c. Supplier reserves the right to reset supply items (i.e. fuser and maintenance kits) in lieu of replacement, as long as printer functionality and print quality are not affected.
 - d. Customer must notify Supplier of the relocation of any Device. For equipment larger than a desktop Device, Customer should contact Supplier to prepare the Device for relocation and to reinstall the Device following relocation. Labor and, if applicable, delivery fees will be quoted for Customer's approval prior to providing any service. If anyone other than Supplier or its authorized representative moves the Device, Supplier reserves the right to inspect the Device in its new location. If repairs are necessary as a result of the relocation, Supplier will provide a quote to repair the Device. Upon Customer's authorization, Supplier will make the repair and continue services with respect to that Device.
 - e. Supplier does not guarantee parts will be available during the term of the Agreement. Should some or all parts become unavailable or no longer supported by the OEM, the Device shall be considered "End of Life". In this situation, Supplier may be unable to perform all or some of the services. In such case, Supplier shall only be responsible to make commercially reasonable efforts to maintain and service that Device.
 - f. All service under this Agreement shall be rendered during normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, local time, excluding national holidays ("Business Hours"), unless otherwise agreed upon by both parties. Travel and labor time for repair calls after Business Hours, ("After Hours"), if and when available, shall be charged to Customer at \$200/hour for labor, including travel time, with a minimum one-hour charge per call.
 - g. Unless otherwise agreed by the parties in writing, Customer is solely responsible for removing any and all confidential or personally identifiable information from the hard drive prior to removal or return of any Device.
5. **OPERATING REQUIREMENTS:** All Devices covered under this Agreement must adhere to the following guidelines:
 - a. Devices must be placed in a normal office setting in accordance with OEM's specifications, which includes but is not limited to an environment free from excessive dust, humidity, temperature, ammonia or other corrosive fumes. Devices must be located in an area with a sufficient amount of space for access.
 - b. Devices must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
 - c. Devices should be operated within OEM usage and operational specifications.
6. **REBUILDING OR OVERHAUL:** Rebuilding or major overhauls of Devices ("Reconditioning") are not covered by this Agreement. When Supplier, in its reasonable discretion, determines Reconditioning is necessary, whether as a result of normal wear and tear or otherwise, Supplier will notify Customer and provide an estimate of the cost to perform the Reconditioning. If Customer does not authorize such Reconditioning, Supplier will provide any further service for that Device at the Hourly Rate.
7. **METERS:** Supplier utilizes software to electronically report meters and supply consumption ("Print Management Software"). Customer agrees to work with Supplier's software administrator to install the Print Management Software. Customer grants Supplier permission to upgrade, modify, or maintain the Print Management Software or to install new releases or additions. Under no circumstances will the Print Management Software provide Supplier access to Customer information other than data directly related to the Devices on contract as per this Agreement. Customer agrees not to delete, alter, modify, or otherwise render the Print Management Software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities.
8. **USE & BILLING**
 - a. In general, billing is based on base plus actual usage, as determined from meters. Supplier may also invoice Customer for any supplies consumed in excess of the Average Supply Consumption. "Average Supply Consumption" shall be based on the manufacturer's suggested yield and fill rate. If Customer's use of supplies during any Reconciliation Period (as defined on the cover page) exceeds 5% of the Average Supply Consumption for monochrome (BW) or 20% of the Average Supply Consumption for color, Supplier reserves the right to invoice Customer for any supplies consumed in excess of the Average Supply Consumption ("Excess Supply Consumption"). Excess Supply Consumption surcharges

CONFIDENTIAL

- will be calculated as the yield of cartridges provided to Customer, in excess (number of prints), multiplied by the cost per print rate for both BW and Color yields. The parties agree to investigate the causes of Excess Supply Consumption. Supplier and Customer shall work together to explore solutions for reducing the Excess Supply Consumption and make reasonable efforts to implement such solutions.
- b. To the extent Installed Devices are used by Customer during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Installed Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are installed. For Installed Devices that are not connected to the network, Supplier will invoice customer based on meter reads during service and/or usage estimates based upon the average meter history.
- c. To the extent service to any Preexisting Devices begins during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Preexisting Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are onboarded. For Preexisting Devices that are not connected to the network, Supplier will invoice customer based on meter reads during service and/or usage estimates based upon the average meter history.
- d. To the extent Customer maintains local (non-networked), low volume Devices and desires to have Supplier provide service and supplies to those local Devices, Supplier will do so for a set monthly fee per local Device (the "Program"). The local Devices in the Program (if any), as well as the monthly fee per applicable Device, are set forth in Exhibit A, attached hereto and incorporated herein by reference. The sum of the monthly fees for all Devices in the Program will be included in the Agreement billing as a pool. Customer acknowledges that invoices for Devices in this Program will be issued separate from invoices for the networked Devices to be covered under this Agreement. Any Device added or removed from the Program will be reflected on the next invoice after notification is made to Supplier. No adjustments will be made to invoices previously generated. This Program monthly fee may be adjusted at the end of each Reconciliation Period. To perform the reconciliation, Supplier will utilize the Supply Consumption Calculation set forth in Exhibit A. In the event the Supply Consumption Calculation reveals more use than budgeted, Supplier reserves the right to adjust the applicable Device fee and included volume per Device. Supplier will invoice Customer for the prior quarter's overage and provide 30 days written notice to Customer of the new monthly fee going forward.
- e. In the event additional devices of like models to those included in the Agreement are discovered in Customer's fleet, such additional devices will be automatically added to the Agreement and initiated for coverage and billing.
- f. In the event additional devices of dissimilar models to those included in the Agreement are discovered in Customer's fleet, or are reported by Customer for addition to the Agreement, they will be automatically added to the Agreement at the then-current rates and included for coverage and billing. Customer will have the opportunity to remove such additional devices from the Agreement 90 days from the date they were added.
- g. All supplies remain the property of Supplier until consumed.
- h. Services performed for Customer outside the scope of this Agreement, as well as any parts necessary to perform those services, shall be billed to Customer upon completion.
- i. When overnight shipping is provided at Customer's request (and not due to any issue caused by Supplier), Supplier may charge for shipping and invoice such charges to Customer on a monthly basis.
- j. If Customer does not pay all charges as provided hereunder promptly when due, Supplier may (a) terminate this Agreement; and/ or (b) furnish service on a C.O.D. per call basis at the Hourly Rate, plus cost of parts.
9. **CONTRACT ADJUSTMENT:** Supplier will invoice Customer for the payment amount set forth on the front of the Agreement. If indicated on the front of this Agreement, a custom invoice fee will be assessed. Supplier offers customized invoicing at a rate of \$59.00 per month, to be invoiced monthly, as well as on any excess usage invoice if usage overages are incurred by Customer. Usage will be reconciled on the frequency indicated in the Agreement. Customer will be invoiced for any overages multiplied by the rates indicated in the Agreement. The contracted volume can be adjusted at the end of each Reconciliation Period. Supplier reserves the right to increase Customer's monthly base usage and monthly base charge if overages exceed the monthly minimum by 20%. The contracted volume may be adjusted down to the previous Reconciliation Period's actual usage; but not to exceed 15% of the current aggregate contracted volume. At the end of the first year of this Agreement and once each successive twelve-month period, Supplier may increase the base contract payment by a maximum of 10%.
10. **REMITTANCE:** All invoices due by Customer to Supplier under this Agreement shall be due and payable within thirty (30) days of the invoice date, and shall not include any set-off or counterclaim amounts. Customer shall notify Supplier within twenty (20) days after receipt of the invoice of any inaccuracy or good faith dispute. If Customer fails to timely provide notice, Customer is deemed to have accepted the invoice. The undisputed portion of any invoice shall accrue interest at a rate of one and one-half percent (1.5%) per month from the due date (or, if lower, the maximum rate allowed under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payment set forth on the front of this Agreement, and any overages or other charges resulting from this Agreement as may be applicable.
11. **TERM & TERMINATION:** The initial term ("Initial Term") of this Agreement is set forth on the cover page. Thereafter, this Agreement shall automatically renew for successive additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless Customer notifies Supplier of its intent not to renew in writing between 90 and 150 days prior to the end of the current Term. Customer agrees to pay the rates in effect at the beginning of each Renewal Term.
- a. **Termination for Convenience:** If Customer wishes to terminate the Agreement prior to the end of the current Term, Customer shall buy out the remainder. For Customer agreements which are billed on an actual usage-based program, the buyout will be calculated as follows: Customer's monthly average for up to 12 months preceding cancellation multiplied by the remaining term of the Agreement. If there is no request for cancellation, but all Devices are removed from service, the formula described in the preceding sentence will apply.
- b. **Termination for Failure to Pay:** Supplier may terminate the Agreement at any time due to late or non-payment, with all remaining payments in the Term to be accelerated and become immediately due and payable. Supplier expressly reserves all other rights and remedies available to Supplier.
- c. **Other Rights to Terminate:** If either party breaches any other material term of this Agreement, the non-breaching party shall provide written notice to the breaching party. The breaching party shall have thirty (30) days from receipt of the written notice to cure the breach. If the breach is not cured by the end of the cure period, the non-breaching party may terminate this Agreement upon written notice. The termination of this Agreement shall not discharge the liabilities of the Defaulting Party.
- d. Any termination of the Agreement shall be without prejudice to the rights of the parties.
12. **CONFIDENTIALITY:** Confidential information includes, without limitation, this Agreement, know-how, ideas, inventions (whether patentable or not), and other technical information, business plans, financial projections and forecasts, customer lists, pricing, and product development information. A party ("Recipient") may use the other party's ("Discloser") Confidential Information solely as necessary for its performance under this Agreement. Recipient must use all reasonable efforts to maintain the confidentiality of all Confidential Information of Discloser in its possession or control, but in no event less than the efforts Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance. Confidential information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available through no wrongful act of Recipient; (b) Recipient can demonstrate was already known to Recipient at the time of disclosure; (c) is rightfully received by Recipient from a third party without restriction on disclosure and without breach of this Agreement; (d) Recipient can demonstrate has been independently developed by Recipient without the use of any of the Confidential Information, by personnel who had no access or exposure to the Confidential Information; or (e) is released by Discloser to any third party without imposing similar restrictions. The Parties agree that, notwithstanding the termination of this Seller acknowledges and agrees that this agreement may be subject to disclosure pursuant to Ohio Public Records Laws, and disclosure of this agreement pursuant to a public records request shall not be deemed a breach of this agreement or terms of paragraph 12 within.



Agreement for any reason whatsoever, the obligation to maintain the confidentiality of the Confidential Information shall survive this Agreement.

13. **LIMITATION OF LIABILITY:** OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF USE. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF FOR COMMERCIAL LOSSES FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT), LOSS OF DATA OR INFORMATION, INTERRUPTION OF SERVICES OR OPERATION, WHETHER OR NOT SUPPLIER HAS RECEIVED NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL SUPPLIER'S LIABILITY EXCEED THIRTY PERCENT (30%) OF THE PAYMENTS RECEIVED FROM CUSTOMER DURING THE INITIAL TERM.
14. **INDEMNIFICATION:** ~~Except as otherwise limited by the Limitation of Liability Section above, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other, its affiliates and assigns, and its and their officers, employees, directors and agents from and against all third party claims alleging losses, damages, claims, demands, causes of action, debt or liability, and expenses (including reasonable attorneys' fees and costs), whether based in contract or tort (including strict liability), to the extent arising out of or resulting from (a) personal injury or property damage caused by the fault or negligence of the Indemnifying Party or any of its personnel, (b) any breach or alleged breach by the Indemnifying Party of its obligations under this Agreement, including, without limitation, the Indemnifying Party's representations and warranties set forth in this Agreement, or any willful, intentional or negligent action or failure to act by the Indemnifying Party, its personnel, or its agents.~~ Paragraph not used.
15. **TITLE AND RISK OF LOSS:** Risk of loss shall pass to Customer upon delivery. Title to parts and supplies shall pass to Customer upon receipt of payment in full by Supplier. Title to Devices shall pass to Customer as follows:
 - a. If Customer is purchasing the Device, title will pass to Customer upon receipt of payment in full by Supplier.
 - b. If Customer is renting the Device, title will remain with Supplier and Customer shall return the Device in the same condition as when provided (normal wear and tear excepted) upon expiration of the rental.
 - c. If Customer is leasing the Device, the applicable leasing agreement will control.
16. **ASSIGNMENT:** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, either party may assign this Agreement without consent to: (a) any entity, which directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such party; or (b) any purchaser of all or substantially all of such party's assets or to any successor by way of merger, acquisition, consolidation or similar transaction. Subject to the foregoing, this Agreement will inure to the benefit of and bind all successors, assigns, receivers and trustees of the respective parties hereto.
17. **SUBCONTRACT:** Supplier shall be entitled to subcontract all or any part of this Agreement to competent Subcontractor(s) provided said Subcontractor(s) perform the subcontracted obligations in full accordance with the terms of this Agreement.
18. **GOVERNING LAW, DISPUTE RESOLUTION, & JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions. Notwithstanding any provision of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement.
 - a. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement through meetings between the respective project managers. If unsuccessful, the Parties agree to escalate the dispute for negotiation among senior executive officers of both Parties. If unsuccessful, either Party may submit the dispute to the appropriate court in ~~Arizona~~. This agreement shall be governed by the laws of Ohio, the venue for any disputes shall be Warren County Ohio Common Pleas Court.
 - b. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of Arizona, ~~County of Maricopa~~, and each of the Parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein, ~~Ohio, Warren County,~~
 - c. ~~EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM, OR OTHERWISE.~~
19. **FORCE MAJEURE:** Supplier shall not be responsible for delays or inability to provide service calls due to strikes, accidents, act of God or any other events or conditions beyond its reasonable control.
20. **NOTICE:** All notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by certified mail or overnight delivery by a nationally recognized courier, postage prepaid, and shall be effective upon receipt if sent to Customer at the address listed on the Cover Page, or if sent to Supplier at: FTG General Counsel, 2845 N. Omaha St., Mesa, AZ 85215.
21. **NO RESALE OR EXPORT:** Customer shall not resell Devices or parts provided under this Agreement to any third party or export them to any region beyond the United States without prior written consent of Supplier and compliance with all relevant import and export laws.
22. **NO EMPLOYEE SOLICITATION:** Customer agrees that, until the date that is six (6) months after termination of this Agreement, it shall not induce or attempt to induce any Supplier employee to terminate employment. Nothing in this Section shall prohibit Customer from making general employment solicitations in the media or over the Internet and hiring any person responding to such general solicitations.
23. **WAIVER; RELEASE:** No delay on the part of either party in exercising any of its rights hereunder, failure to exercise such rights, or the acquiescence or knowledge thereto shall operate as a release or waiver except in the specific instance for which it is expressly given. None of the terms, conditions or provisions of the Agreement shall be held to have been changed, waived, varied, modified, or altered by any act or knowledge of either party, their respective agents, servants, or employees.
24. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect.
25. **MODIFICATIONS:** No modification, amendment, or variation to this Agreement or any part thereof shall be valid unless it is made in writing and signed by authorized representatives of both parties.
26. **ENTIRE AGREEMENT:** This Agreement, together with the attached cover page, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes and replaces all prior communications, agreements, and representations, whether oral or written.

[Remainder of page intentionally blank]

**FIRST AMENDMENT TO
TOTAL PRINT MANAGEMENT AGREEMENT**

This First Amendment (the "First Amendment") is entered into effective contemporaneous with the Agreement (as defined below) by and between Warren County Water & Sewer ("Customer") and Millennium Business Systems ("Millennium").

WHEREAS, Customer and Millennium entered into that certain Total Print Management Agreement dated contemporaneous herewith (the "Agreement");

WHEREAS, Customer and Millennium wish to amend the Agreement;

NOW THEREFORE, in consideration of the mutual obligations herein contained and intending to be legally bound, the Agreement is amended as follows (with the capitalized terms having the same meaning as set forth in the Agreement unless otherwise specified herein):

1. The following sentence is added to the end of **Section 12 – Confidentiality**:

Supplier acknowledges and agrees that this Agreement may be subject to disclosure pursuant to Ohio Public Records Laws, and disclosure of this Agreement pursuant to a public records request shall not be deemed a breach of this Agreement or terms of this Section 12.

2. **Section 14 – Indemnification**, is hereby deleted in its entirety and replaced with the following:

14. **RESERVED.**

3. All references to Arizona in **Section 18 – Law, Dispute Resolution, & Jurisdiction**, are hereby deleted and replaced with Ohio.

The last sentence of subsection (a) is hereby deleted in its entirety and replaced with the following:

If unsuccessful, either Party may submit the dispute to the Warren County, Ohio, Common Pleas Court.

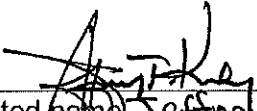
The reference to "Arizona, County of Maricopa" in subsection (b) is hereby deleted and replaced with "Ohio, Warren County."

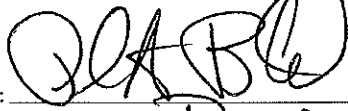
4. Except as amended by this First Amendment, all of the original terms and provisions of the Agreement shall continue in full force and effect; and the Agreement, as amended herein, is hereby ratified and confirmed. Unless specifically provided herein to the contrary, in the event of a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment will prevail.


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by their proper officers or other authorized representatives.

WARREN COUNTY DOMESTIC RELATIONS

MILLENNIUM BUSINESS SYSTEMS

BY: 
Printed name: Jeffrey T. Kirby
Title: Judge
Date: 4-13-22

BY: 
Printed name: DAVID A. BARTON
Title: PRESIDENT
Date: 4/6/22


Keith W. Anderson
Asst. Prosec. Gen.



Equipment Exchange Form

Customer Name Warren County Domestic Relations

Account # (if known) 0

Address 0

Address		
Lebanon	OH	45036
City	State	Zip

Onsite Contact Info for Installation

Mary Ellen Steele	(513) 695-2586	Mary.Steele@co.warren.oh.us
Name	Phone	Email

New Equipment Added						
Location Name/ Site#	Internal Location	Make	Model	Serial Number	PID	
Warren Co. Domestic	Front Office	Sharp	MX - M6071			
Warren Co. Domestic	Back Office	Sharp	MX - M6071			

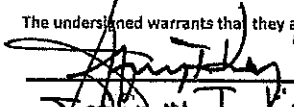
Equipment Removed						
Location Name/ Site#	Internal Location	Make	Model	Serial Number	PID	
Warren Co. Domestic	Front Office	Sharp	MX - M465N	55014267	9786	
Warren Co. Domestic	Back Office	Sharp	MX - M465N	65010388	10953	

TRADE-IN
 Customer warrants that it is the sole owner of the equipment being removed (listed above), and that it is free and clear of any liens, security interest and/or any other encumbrances and hereby releases all right and title to the Flex Technology Group.

Data Security
 In order to protect confidential information and comply with applicable laws, please ensure all data is securely removed from all disk drives/magnetic media prior to releasing the equipment. The Customer is responsible for selecting an appropriate removal standard that meets their business need (refer to HDD Policy Form); Flex Technology Group is not liable for damages arising from the Customer's failure to comply with this provision.

Comments

The undersigned warrants that they are authorized by the Customer to execute this release

Customer Signature  Date 4-13-22

Printed Name Jeffrey T. Kirby Date 4-13-22



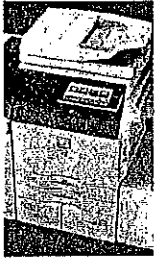
Millennium Business Systems
 11085 Montgomery Road
 Cincinnati, OH 45249
 Phone (513) 924-9600
 Fax (513) 924-0042
 www.mbsinc1.com

Monday, February 28, 2022

Warren County Domestic Relations

REVISED

Proposed Equipment

QTY	Model	Description
2	MX - M6071 	50/60 Page Per Minute Digital Copier-Based MFP, 10.1" High-Res touch-screen color LCD, retractable keyboard, 500 GB hard drive w/ document filing system, network printing, 150 sheet single pass Automatic Document Feeder, network color scanning, inner finisher (stapler), fax kit, auto duplexing, (1) 2,100 sheet tandem drawer, (2) 550 sheet paper drawers and 100 sheet bypass tray.

Sharp MX - M6071

60 Month Lease

\$311.00

Comprehensive Maintenance Agreement

The maintenance agreement is billed at the following rates:

Cost per black and white page: \$0.006 (\$6.00 per 1,000 pages)

Our agreement includes parts, labor, image drums, and consumable supplies, preventative maintenance (excludes paper and staples).

Thank you for the opportunity to submit a proposal for your copier needs. Please contact us if you have any questions or need additional information at (513) 924-9600.

Sincerely,

David G. Bartlow
 Millennium Business Systems

Prices Quoted Are Valid For 30 Days
 Lease Has a One-time \$125.00 Documentation Fee Applied to First Invoice
 Prices Do Not Include Sales Tax
 Hardware, Delivery, Software Set Up and Installation Included



Department of Taxation

tax.ohio.gov

STEC B
Rev. 3/16

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Millennium Business Systems
(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Goods and/or services will be used by Warren County, a local county government in the State of Ohio which is exempt from sales and use tax by law.

Purchaser must state a valid reason for claiming exception or exemption.

Warren County

Purchaser's name

County Government

Purchaser's type of business

406 Justice Drive

Street address

Lebanon, Ohio 45036

City, state, ZIP code

Matt Nolan

County Auditor

Signature

Title

03/29/2022

Date signed

N/A

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.



Network Information Form

Customer \ Company Name: Warren County Domestic Relations

Date: 12/14/21

IT Contact Name: Data Processing Dpt. Phone #: 513-695-1990 Email: helpdesk@CO.Warren.Oh.us

IT Support Staff is: Always Onsite Offsite, Avail. by Remote Support Available by Appointment Customer Does **NOT** have IT Support Staff
(Please Check ALL that Apply)

Does this equipment replace an active Printer/Scanner/MFP device? YES NO
Does this equipment replace a current FlexTG machine? YES NO

Do you require any of the below data copied off your existing equipment? (Below availability varies by manufacturer due to incompatibility)

Address Book Account Track User Authentication User Boxes Misc. _____

Is/Are the required power outlet(s) installed for the MFP? (110v-220v / 15-20-30 amp): YES NO

Is a Network Port available & already installed in the location the MFP will reside? YES NO

Will this equipment be placed into a **Wireless ONLY** Network environment? YES NO

Which type(s) of computer Operating System(s) is/are used in your network? (please check ALL that apply)

Windows Apple/Mac Linux/Unix Other: _____

Which type(s) of Print Driver installation is/are required on your network? (please check ALL that apply)

Local PC Print Server Citrix Other: _____

What type of Print Driver? PCL Post Script

How many workstations would you like setup to print? (please check the ONE that applies)

None 1-3 4-6 7-10 11-15 16-20 21+

Up to 3 local workstation driver setups per device model. Extra charges will apply for more.

Please select any method(s) of Scanning you would like setup: (check ALL methods that apply & enter data below)

Scan to Email

SMTP Server: _____
(Hostname or Static IP Address)

Email Add: _____
(Desired Email Address of MFP Device)

SMTP Port #: _____ SSL,TLS,N/A: _____

SMTP Authentication: YES NO

(If YES, Include Username & Password in the NOTES.)

Scan to SMB

Hostname: _____
(MAC's require IP Address)

Path: _____
(Share Path\Name of Destination Folder)

Username: _____
(User must have Read\Write Permissions)

Password: _____

LDAP Settings

LDAP Server Host Name or IP: _____

LDAP Search base: _____

Username: _____

Password: _____

Misc Notes: Software Dependencies -- Is there any software dependent upon the client's printer setup. If so please explain?

Please import settings from current device into new device. Warren County has on-site IT called Data Processing who will need to be involved. Once new equipment has been set up we can have Mary Ellen schedule data processing to be onsite for install



Network Information Form

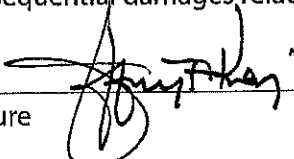
Customer \ Company Name: Warren County Domestic Relations

Network Information:		Primary DNS: _____
Subnet Mask: <u>255.255.00</u>		Secondary DNS: _____
Default Gateway: _____		Wireless SSID Name: _____
Domain: _____		Wi-Fi Password: _____
		WiFi Security Type: _____

Physical Location	Current Make/Model	Proposed Make/Model	IP Address, USB and/or Host Name	Fax Number & Header Name	Power Requirements
Front Office	Sharp MX - M465N	Sharp MX - M6071			Standard
Back Office	Sharp MX - M465N	Sharp MX - M6071			Standard

Authorization to Perform Work and Release of Liability:

You hereby authorize Millennium Business Systems to perform the work outlined above and understand the limits of this scope of work. Anything beyond this scope of work is subject to charges and requires a separate scope of work. You also agree to release and hold harmless Millennium Business Systems from any indirect or consequential damages related to the above work.

Signature 

Date 4-13-22

Resolution

Number 22-0713

Adopted Date May 17, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO AQUA HYDRATION SOLUTIONS FOR THE ICE AND WATER MACHINE RENTAL

WHEREAS, bids were closed at 10:00am on May 11, 2022, and the bids received were opened and read aloud for the Warren County Ice and Water Machine Rental, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Director of Warren County Facilities Management, Aqua Hydrations Solutions has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Trevor Hearn, that it is the intent of this Board to award the bid to Aqua Hydrations Solution, 415 Wards Corner Rd, Ste. D, Loveland, Ohio, for a total bid price of \$72,501.00; and

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

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Facilities Management (file)
Bid File

Resolution

Number 22-0714

Adopted Date May 17, 2022

AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO SIGN SOFTWARE SERVICE AGREEMENT WITH D4H TECHNOLOGIES USA INC. ON BEHALF OF WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES / EMERGENCY MANAGEMENT AGENCY (EMA)

BE IT RESOLVED, to authorize the Vice President of the Board to sign software service agreement with D4H Technologies USA Inc. and Warren County Emergency Services / EMA office. D4H Technologies USA Inc. software will be utilized as a virtual emergency operations center (EOC) program. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—D4H Technologies USA Inc.
Emergency Services (file)



SOFTWARE AS A SERVICE AGREEMENT

DATE: Friday 29 April 2022

PARTIES:

D4H Technologies USA Inc., a corporation incorporated under the laws of Delaware ("D4H") having its principal place of business at **36 E Main Street, Suite 601, Norristown, Pennsylvania 19401**, and

Warren County EMA, OH having its principal place of business at **520 Justice Drive, Lebanon, OH, USA** (the "Customer"),

each a "Party" and together the "Parties".

BACKGROUND:

- (A) D4H makes certain software applications and platforms available to subscribers via the internet.
- (B) The Customer wishes to use D4H's Service(s) in its business operations.
- (C) D4H has agreed to provide and the Customer has agreed to take and pay for D4H Services to the specifications summarized below and on the terms and subject to the conditions of this Agreement as more particularly described below.

NOTICES:

Customer notices may be sent to wccema@wcoh.net ("Notices Email")

SERVICE SPECIFICATION:

Services & Fees

Name	Unit price	Qty	Amount	Notes
D4H Incident Management Annual Subscription	\$5,300	1	\$5,300	Up to 80 users Up to 3 concurrent channels

Annual Subscription: \$5,300

Notes:

A once-off charge of 25% will be applied on the first year for Implementation Services & Training.

These amounts do not include sales tax, and sales tax will be charged where it applies.

Section 11 of the standard terms below does not apply to this agreement.

Section 20 of the standard terms below does not apply to this agreement.

Data Storage

Data will be stored in a data center within: **United States of America**

AGREEMENT:

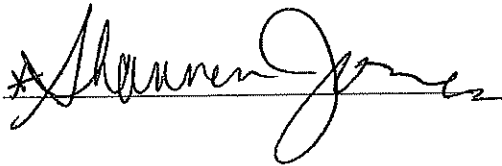
D4H shall provide the Services to the specifications set out above and the Customer agrees to receive and pay for the Services on the terms and subject to the conditions of this Agreement set out hereunder.

The Parties have executed this Agreement the day and year first herein **WRITTEN**

SIGNED on behalf of **Customer** by its authorized signatory:

Authorized Signatory (Signature)

Print Name



~~Melissa Bour~~
Shannon Jones

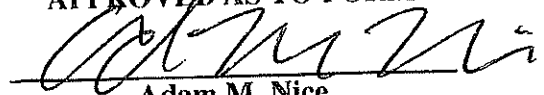
Position

Date

Vice - President

5.17.22

APPROVED AS TO FORM

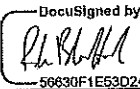


Adam M. Nice
Asst. Prosecuting Attorney

SIGNED on behalf of **D4H** by its authorized signatory:

Authorized Signatory (Signature)

Print Name

DocuSigned by:

50630F1E53D24BC...

Robin Blandford

Position

Date

Director

29 April 2022 | 13:51:20 BST

TERMS & CONDITIONS:

1. Definitions and Interpretation

- 1.1. In this Agreement, the recitals to this Agreement including the recitals to, and the Schedules to this Agreement, the following capitalized terms and expressions have the following meanings:

"Affiliate" means a company controlled by, under common control with, or controlling D4H;

"Agreement" means this software as a service agreement (including the Schedules) and any amendments to it from time to time;

"Authorized Users" means those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services and the Documentation, as further described in Clause 3;

"Confidential Information" means:

- (a) all information of any nature whatsoever and in whatever form which has been previously or is after the Effective Date disclosed by or on behalf of the disclosing Party to the receiving Party, and which is marked confidential or which ought reasonably be treated as confidential, including but not limited to trade secrets, financial affairs, strategies, customer lists and operations of the disclosing Party; and
- (b) all analyses, compilations, notes, reports, memoranda, records and other documents of any nature prepared by or on behalf of the receiving Party which contain or otherwise reflect or are derived from the information referred to in paragraph a;

"Customer Materials" all works and materials:

- (a) uploaded to, stored on, processed using or transmitted via the Services by or on behalf of the Customer or by an Authorized User or by any person or application or automated system using the Customer's account; and
- (b) otherwise provided by the Customer to D4H in connection with this Agreement;

"Customizations" means customizations to the Services that D4H and Customer agree in writing D4H will produce at the request of the Customer;

"Documentation" means the documentation produced by D4H and made available online to the Customer which sets out a description of the Services and the user instructions for the Services;

"Effective Date" means the date of execution of this Agreement;

"Fees" means the amounts payable by the Customer to D4H under or in relation to this Agreement (as set out in the service specification);

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including but not limited to failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, pandemics, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Initial Subscription Term" means the initial term of this agreement as set out in service specification;

"Notices Email" has the meaning given to it on page 1 of this Agreement;

"Personal Data" means information that Customer provides or for which Customer provides access to D4H, or information which D4H creates or obtains on behalf of Customer, in accordance with this Agreement that: (i) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal identifiers), in

case of both subclauses (i) and (ii), including Sensitive Personal Information as defined herein)]. Customer's business contact information is not by itself Personal Information;

"Sensitive Personal Information" means an individual's (i) government-issued identification number, including Social Security number, driver's license number, or state-issued identification number; (ii) financial account number, credit report information, or credit, debit, or other payment cardholder information, with or without any required security or access code, personal identification number, or password that permits access to the individual's financial account; or (iii) biometric, genetic, health, or health insurance data.

"Services" means all the services provided or to be provided by D4H to the Customer under this Agreement, including the Support Services as set out in the service specification section and Schedule 1;

"Service Level Agreement" means the service level agreement as set out in Schedule 2;

"Software" means the online software applications provided by D4H as part of the Services.

"Support Services" means support and maintenance services provided or to be provided by D4H to the Customer in accordance with Schedule 1;

"Subscription Term" has the meaning given to it in Clause 2.1 (being the initial subscription term together with any renewal periods)

"Upgrades" means new versions of, and updates to, the Software, whether for the purpose of fixing an error, bug or other issue in the Software or enhancing the functionality of the Software.

"User Subscriptions" means the user subscriptions purchased by the Customer which entitle the Authorized Users to access and use the Services and the Documentation in accordance with this Agreement;

"Virus" means anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect

the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2. In this Agreement including the Recitals:

1.2.1 Any reference to a statute shall, unless the context otherwise requires, be construed as a reference to that statute as from time to time amended, consolidated, modified, extended, replaced or re-enacted together with any secondary legislation made thereunder as from time to time amended, consolidated, modified, extended, replaced or re-enacted;

1.2.2 Save as otherwise provided in this Agreement, any reference to a section, clause, paragraph or sub-paragraph shall be a reference to a section, clause, paragraph or sub-paragraph (as the case may be) of this Agreement and any reference in a clause to a paragraph or sub-paragraph shall be a reference to a paragraph or sub-paragraph of the clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended;

1.2.3 The Schedules to this Agreement shall form part of and be deemed to be incorporated in this Agreement and the expressions "this Agreement" and "the Agreement" used in the Schedules shall mean this Agreement;

1.2.4 Any reference to any document or enactment includes that document or enactment as amended, replaced or supplemented from time to time;

1.2.5 Any reference to a "person" includes any person, firm, company, governmental or other legal entity and its successors, personal representatives, heirs and permitted assigns;

1.2.6 Unless the context otherwise requires, the singular includes the plural and vice versa, the masculine includes the feminine and vice versa and persons include corporations and vice versa;

1.2.7 The headings in this Agreement are inserted for convenience of reference only and shall not be considered a part of, or affect the construction or interpretation of this Agreement; and

1.2.8 The word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word "include" and its derivatives shall be construed

accordingly.

2. Term

- 2.1. This Agreement shall, unless otherwise terminated as provided in Clause 15, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be renewed for successive periods of 12 months (each a **Renewal Period**), if:

Customer pays the invoice for the Renewal Period which will be sent to the Customer at least 30 days before the end of the Initial Subscription Term or any Renewal Period

and the Initial Subscription Term together with any Renewal Periods shall constitute the **Subscription Term**.

3. User Subscriptions

- 3.1. Subject to the Customer purchasing the User Subscriptions in accordance with the Agreement, and subject to the restrictions set out in this Clause 3 and the other terms and conditions of this Agreement, D4H grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to use the Services and the Documentation during the Subscription Term solely for the Customer's business operations.

- 3.2. In relation to the Authorized Users, the Customer undertakes that:

(a) the maximum number of Authorized Users that it authorizes to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Documentation;

(c) each Authorized User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than quarterly and that each Authorized User shall keep his password confidential;

- 3.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

b) facilitates illegal activity;

c) depicts sexually explicit images;

d) promotes unlawful violence;

e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or

f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and D4H reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

- 3.4. The Customer shall not:

a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Software and/or Documentation (as applicable) in any form or media or by any means; or

ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

c) use the Services and/or Documentation to provide services to third parties; or

d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, or

e) modify, adapt or hack the Services or modify another website so as to falsely imply that it is associated with D4H Services; or

f) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Clause 3;

- 3.5. The Customer shall use all reasonable endeavors to prevent any unauthorized

- access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify D4H.
- 3.6. The rights provided under this Clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company or affiliate of the Customer.
- 4. Customizations**
- 4.1. From time to time D4H and the Customer may agree that D4H will customize the Services and/or Documentation in accordance with a specification agreed in writing between the Parties, and at such customization fee as the parties may agree.
- 4.2. From the date when a Customization is first made available to the Customer, the Customization shall form part of the Services and/or Documentation under the Agreement, and accordingly from that date the Customer's rights to use the Customization shall be governed by Clause 3.
- 4.3. The Customer acknowledges that D4H may make any Customization available to its other Customers.
- 4.4. All Intellectual Property Rights in the Customizations shall, as between the parties, be the exclusive property of D4H.
- 4.5. The Customer will provide D4H with:
- (a) such access to the Customer's computer systems and such other co-operation as is required by D4H (acting reasonably) to enable the performance by D4H of its obligations under this Clause;
- (b) all information and documents required by D4H (acting reasonably) in connection with the performance by D4H of its obligations under this Clause; and
- (c) any advice reasonably required to ensure the compliance of the Customizations with applicable laws, regulations and standards.
- 4.6. The Customer will be responsible for procuring any third party co-operation reasonably required by D4H to enable D4H to fulfil its obligations under this Clause.
- 5. Customer Materials**
- 5.1. The Customer grants to D4H a non-exclusive license to store, copy and otherwise use the Customer Materials for the purposes of providing the Services, fulfilling its other obligations under this Agreement, and exercising its rights under this Agreement.
- 5.2. Subject to Clause 6.1, all Intellectual Property Rights in the Customer Materials will remain, as between the parties, the property of the Customer.
- 5.3. The Customer warrants and represents to D4H that the Customer Materials, and their use by D4H in accordance with the terms of this Agreement, will not:
- (a) breach any laws, statutes, regulations or legally-binding codes;
- (b) infringe any person's Intellectual Property Rights or other legal rights; or
- (c) give rise to any cause of action against D4H or the Customer or any third party,
- in each case in any jurisdiction and under any applicable law.
- 5.4. The Customer shall keep its own back up copy of all Customer Materials, in whatever form. D4H will not be responsible for any loss, non-availability, destruction, alteration or disclosure of Customer Materials.
- 6. Proprietary Rights**
- 6.1. The Customer acknowledges and agrees that D4H and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.
- 6.2. D4H confirms that it has all the rights in relation to the Services, the Software and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 7. Fees**
- 7.1. D4H will issue invoices for the Fees to the Customer in advance of the Effective Date.
- 7.2. All Fees are payable in advance of the Services being made available to the Customer and are non-refundable, [except as set forth in Clause 16].
- 7.3. Fees are subject to change upon renewal of this Agreement or on Customer's subscription

to additional services.

- 7.4. The Customer will pay the Fees to D4H within 30 days of the date of an invoice issued in accordance with Clause 7.1.
- 7.5. All Fees are stated exclusive of all taxes including sales tax, unless the context requires otherwise. Sales tax will be payable by the Customer to D4H in addition to the principal amounts as required by law.
- 7.6. Fees should be paid preferably by bank transfer or using such payment details as are notified by D4H to the Customer from time to time.
- 7.7. D4H may suspend access to the Services if any amounts due to be paid by the Customer to D4H under this Agreement are overdue.

8. D4H Obligations

- 8.1. D4H shall during the Subscription Term provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement and the Service Level Agreement at Schedule 2.
- 8.2. D4H warrants to the Customer:
- (a) that it has the legal right and authority to enter into and perform its obligations under this Agreement;
 - (b) that it will perform its obligations under this Agreement with reasonable care and skill;
 - (c) that the Software will perform substantially in accordance with the Documentation (subject to any Upgrades and Customizations);
 - (d) that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 8.3. This Agreement shall not prevent D4H from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 8.4. All of D4H warranties and representations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by applicable law, no other D4H warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement.

9. Customer's Obligations

- 9.1. The Customer warrants to D4H that it has the legal right and authority to enter into and perform its obligations under this Agreement.
- 9.2. The Customer shall:
- a) provide D4H with:
 - i) all necessary co-operation in relation to this Agreement; and
 - ii) all necessary access to such information as may be required by D4H;in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
 - b) comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, D4H may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - d) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and the Customer shall be responsible for any Authorized User's breach of this Agreement;
 - e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for D4H, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
 - f) ensure that its network and systems comply with the relevant specifications provided by D4H from time to time; and
 - g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to D4H's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 9.3. The Customer acknowledges that:
- a) complex software is never wholly free from defects, errors and bugs, and D4H gives no warranty or representation that the Software will be wholly free from such defects, errors

and bugs;

b) D4H does not warrant or represent that the Software will be compatible with any application, program or software;

c) insofar as any of the Services may be used to help the Customer comply with various regulatory requirements that may be applicable to the Customer, the Customer is solely responsible for understanding the regulatory requirements applicable to their business and for selecting and using those Services in a manner that complies with the applicable requirements;

d) D4H may from time to time modify the Services without notice; and

e) D4H uses its Affiliates, third party vendors, and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the Services.

10. Intentionally Omitted.

11. Indemnification

11.1 The Customer will fully and effectively defend, indemnify, keep indemnified and hold harmless D4H, its officers, directors, employees, agents, contractors, successors, and assigns (each, a "D4H Indemnitee") from and against any claims, actions, proceedings, losses, liabilities, demands, damages, expenses, suits, third party claims, judgments, awards and costs (including court costs and reasonable legal fees) suffered and/or incurred by such D4H Indemnitee arising out of or in connection with (i) the Customer's use of the Services, (ii) the infringement or alleged infringement of any third party rights including Intellectual Property Rights by the Customer Materials, (iii) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement, or (iv) the negligence, fault, error, omission or act of the Customer or of its or their employees, staff, contractors, agents, representatives or Authorized Users. The obligations in this Clause 11.1 survive any termination or expiration of this Agreement.

11.2 The Customer shall at its sole cost and expense, maintain in force during the term of this Agreement adequate insurance to cover any indemnification obligations under Section 11.1.

12. Limitations and exclusions of liability

12.1. This Clause 12 sets out the entire and sole

liability of D4H (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

a) arising under or in connection with this Agreement;

b) in respect of any use made by the Customer of the Services or Documentation or any part of them; and

c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement

12.2. Except as expressly and specifically provided in this Agreement:

a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. D4H shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to D4H by the Customer in connection with the Services, or any actions taken by D4H at the Customer's direction;

b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, waived and excluded from this Agreement; and

c) the Services and the Documentation are provided to the Customer on an "as is" basis.

12.3. Nothing in this Agreement excludes the liability of D4H:

a) for fraud or fraudulent misrepresentation; or

b) any other liability which cannot be lawfully excluded by D4H under applicable law.

12.4. Subject to Clause 12.2 and Clause 12.3:

a) D4H shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any punitive and/or exemplary damages, special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

b) D4H's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of

- this Agreement shall be limited to the total Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.
- 12.5 THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND D4H'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND DOCUMENTATION OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
13. **Data protection**
- 13.1. The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to D4H under or in connection with this Agreement.
- 13.2. To the extent only that D4H processes Personal Data on behalf of the Customer, D4H warrants that:
- a) it will only process personal data controlled by the Customer ("Customer Data") in compliance with, and subject to, the instructions received from the Customer and in compliance with this Agreement;
 - b) it will adopt and maintain appropriate (including organizational and technical) security measures in dealing with Customer Data in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing; and
 - c) take all reasonable steps to ensure that (i) persons employed by it, and (ii) other persons employed at its place of work, are aware of and comply with this Clause 13.2.
- 13.3. D4H agrees to provide the Customer on request with all reasonable assistance and information as it may require in connection with any data subject access request, freedom of information request or access to environmental information request that the Customer may receive from time to time as relating to Customers Data.
- 13.4. D4H shall notify Customer of any actual or suspected unauthorized or accidental access, loss, corruption, alteration, disclosure or destruction of any Customer Data ("**Security Breach**").
- 13.5 Customer acknowledges that D4H may need to share Personal Data under this Agreement with an Affiliate in order to provide the Services.
14. **Confidentiality and publicity**
- 14.1. D4H will:
- a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause;
 - b) protect the Customer Confidential Information against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 14.2. The Customer will:
- a) keep confidential and not disclose D4H Confidential Information to any person save as expressly permitted by this Clause;
 - b) protect D4H Confidential Information against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 14.3. Confidential Information of a Party may be disclosed by the other Party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed. Disclosure of Customer's Confidential Information by D4H to Authorized Users is permitted unless D4H are expressly notified otherwise by Customer.
- 14.4. The obligations set out in this Clause shall not apply to:
- a) Confidential Information that is publicly known (other than through a breach of an obligation of confidentiality);
 - b) Customer Confidential Information that is in possession of D4H prior to disclosure by the Customer;
 - c) Customer Confidential Information that is received by D4H, and D4H Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant Confidential Information; or
 - d) Confidential Information that is required to be disclosed by law, or by a governmental

- authority, stock exchange or regulatory body.
- 14.5. Neither party will make any other public disclosure relating to this Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other party. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.
15. **Termination**
- 15.1. Intentionally omitted
- 15.2. Either Party may terminate this Agreement (in whole or in part) at any time:
- a) immediately if required by Applicable Law;
 - b) the other Party is Insolvent;
 - c) the other Party commits a material breach of any term of this Agreement which breach is not curable or (if such breach is curable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
 - d) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
 - e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 15.3. Without affecting any other right or remedy available to it, D4H may terminate this Agreement with immediate effect by giving written notice to Customer if:
- a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- 15.4. For the purposes of Clause 15.2(c), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
- a) a substantial portion of this Agreement; or
 - b) any of the obligations set out in Clause 9.
16. **Effects of termination**
- 16.1. All rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate. Customer shall immediately cease all use of any Services or D4H materials. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 16.2. All Customer's Materials will be deleted from the Services upon Termination but it may take a number of months for Customer's Materials to be automatically deleted from all rolling back-up datasets.
- 16.3. Termination of this Agreement will not affect either party's accrued liabilities and rights as at the date of termination.
- 16.4. Within 30 days following the termination of this Agreement, the Customer will:
- a) return to D4H or dispose of as D4H may instruct all documents and materials containing D4H Confidential Information; and
 - b) irrevocably delete from its computer systems all D4H Confidential Information.
- 16.5. A party may retain any document (including any electronic document) containing the Confidential Information of the other party after the termination of this Agreement if:
- a) that party is obliged to retain such document by any law or regulation or other rule enforceable against that party; or
 - b) the document in question is a letter, fax, email, order confirmation, invoice, receipt or similar document addressed to the party retaining the document.
- 16.6. In the event of termination by Customer for a material breach by D4H, Customer will receive a refund of fees paid in advance for Services that D4H has not performed as of the effective date of termination.
17. **Notices**
- 17.1. Any notice given under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and must be delivered personally, sent by certified or registered mail, or sent by email, for the attention of the relevant person, and to the relevant address or email address given below (or as notified by one party to the other in accordance with this Clause). D4H: support@d4h.org The Customer: Notices Email.
- 17.2. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within local business hours, when local business hours

next begin after the relevant time set out below):

(a) where the notice is delivered personally, at the time of delivery;

(b) where the notice is sent by certified or registered mail, 48 hours after mailing;

(c) where the notice is sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

18. Force Majeure Event

18.1. Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event.

18.2. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will:

a) forthwith notify the other; and

b) will inform the other of the period for which it is estimated that such failure or delay will continue.

18.3. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

19. General

19.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

19.2. Nothing in this Agreement will constitute a partnership, agency relationship or contract of employment between the parties.

19.3. This Agreement may not be varied except by a written document signed by or on behalf of each of the Parties. Notwithstanding the foregoing D4H may amend the Schedules of this Agreement upon 30 days' notice to the Customer.

19.4. Save as expressly provided in this Clause or elsewhere in this Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any contractual rights or obligations under this Agreement; provided, however, that D4H may assign its rights and obligations under this Agreement to an Affiliate.

19.5. Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfill their obligations under this Agreement.

19.6. This Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

20. Dispute Resolution

20.1. Where the Parties do not agree on any matter related to this Agreement ("**Disputed Matter**"), the Disputed Matter shall be referred for resolution on the application of either Party to the account manager of each Party. If the account manager cannot resolve the Disputed Matter within 7 days of such Disputed Matter being referred to them, then the Disputed Matter shall be referred to an officer of D4H and the Customer respectively who shall make a good faith effort to resolve the Disputed Matter within 7 days.

20.2. If the respective officers of D4H and the Customer cannot resolve the Disputed Matter within 7 days of such Disputed Matter being referred to them, then, the Disputed Matter shall be settled as follows:-

Mediation: the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The Disputed Matter shall be referred to an independent mediator the identity of whom shall be agreed between the Parties. If a mediator cannot be agreed upon by the Parties within 7 days of any Party's written request to appoint a mediator, a

mediator shall be appointed, on the application by any of the Parties, by the AAA . If the Parties cannot resolve the Disputed Matter through mediation within 14 days from the date of appointment for the mediator or 21 days from the date of the request to the AAA for the appointment of a mediator (whichever is earlier), then the Disputed Matter shall be referred to arbitration.

Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which shall not have been resolved through negotiation or mediation, shall be settled by arbitration before one arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof; provided, however, that nothing in this paragraph shall prevent any party from commencing judicial proceedings for injunctive or other equitable relief.

Any mediation or arbitration pursuant to this

Section 20 shall be held in Philadelphia, Pennsylvania. Any judicial proceedings for injunctive or other equitable relief shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in the city of Philadelphia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

21. **Governing Law**

21.1. This Agreement shall be governed by and construed in accordance with, and all disputes or issues between the Parties arising out of or in any way relating to this Agreement or any disputes or issues between the Parties in any way connected with the subject matter of this Agreement shall be governed by, the laws of the Commonwealth of Pennsylvania.

Schedule 1

Support Services

D4H have a world-class customer support team. Depending on the Services purchased, you will have a range of support available to you. Our roots are from within the very field we are supporting - our Customer Success agents have backgrounds in Emergency Management, Emergency Response, Special Operations, and Prevention Campaign Management; they understand your needs. Support services may be provided by an Affiliate pursuant to a sub-contracting agreement.

On-Boarding: D4H will work directly with you to ensure successful on-boarding and deployment across your organization. D4H can provide a successful switch-over, data-import, configuration, and messaging to your personnel. D4H can help you with Custom Data-Fields, Custom Timestamps, Custom Location Bookmarks, Custom Report Layouts, Custom Data Queries, and more.

Consultation: D4H are experts in the right data for when things go wrong. D4H can advise you on your data structures, fields, data collection, and archiving. D4H use International experience to advise you on best practices for your industry.

Phone Support: You may call the D4H office on the below international phone numbers. These numbers will connect you to the D4H Support Desk in Dublin, Ireland. Our phone support is open during GMT office-hours, and reverts to monitored voicemail after-hours.

Toll Free USA: 1.800.480.5103

Toll Free Canada: 1.800.480.5103

United States: (650) 866 5922

United Kingdom: 020 3432 0730

Ireland: 01 525 2970

International: +353 1 525 2970

Email Support: Fast, friendly, and knowledgeable. Every email is assigned a ticket number, and support team depending on the customer's needs. Every ticket is tracked until marked as solved.

Knowledge Base: D4H knowledge base <<http://support.d4h.org>> allows you to search and browse documentation to help you use the Services.

Schedule 2

Service Level Agreement

D4H are committed to technical excellence for ourselves and for you as a customer and user of our products & services. This document sets out our standard 'Service Level Agreement' (SLA) that outlines the level and quality of service we expect to deliver to you. The Services may be provided by an Affiliate pursuant to a sub-contracting agreement.

Service Availability

D4H's goal is to provide 24x7 system availability. D4H have an excellent track record of 99.98% uptime and have confidence that this will remain so. Scheduled outages are historically rare and short in duration, users are notified more than 24 hours in advance.

In the event of a serious incident, our disaster recovery plan will be implemented, and D4H accounts will be operational with full functionality within the shortest time possible. A 24-hour third-party monitoring service automatically alerts our engineers to any irregular behavior or outages within our infrastructure. D4H third-party service provider guarantees network availability 100% of the time excluding scheduled maintenance. Critical infrastructure systems, including power and HVAC, will be available 100% of the time in a given month, excluding scheduled maintenance.

Response Targets and Escalation

Support tickets filed to support@d4h.org will receive acknowledgement and a case number. D4H's aim is to respond as fast as possible to urgent or service impacting requests. Where possible a 'workaround' solution will be provided if extensive engineering work is required, allowing you to continue to use the rest of the solution with the fault being managed in the background. D4H have identified categories of faults and issues that dictate D4H's response. If issues are encountered with D4H products, we will address reported issues according to the following priority levels:

Level 1 Support: Customer Success, Administration, Finance, How-To Questions

Questions might include queries on specific functionality, requests for how-to guides, or requests that require an immediate response.

Channels: Private Web Based, Phone, Email
Priority: Low, Normal

Level 2 Support: Engineering, Moderate impact bugs and fixes

Reproducible errors causing malfunction of certain functions will be escalated to an Engineer. Includes intermittent access difficulties and performance issues. A workaround will be provided for you within 5 business days of notification and resolution within 60 days.

Channels: Private Web Based, Phone, Email
Priorities: Low, Normal, High

Level 3 Support: Severe Impact and Service Disruption

Reproducible errors which result in a lack of overall utilization, system failure, or a major function or module is not working. A workaround will be provided within 24 hours of notification and complete resolution is expected within 5 business days.

Channels: Private Web Based, Phone, Email, Web Conference
Priorities: Urgent

Schedule 3

Data Storage and Security

Data Security

Customer Materials are not accessible by D4H support staff or Affiliates unless they are granted permission to access them to help solve a support ticket using an access request granted by an Authorized User of Customer. Access requests are closed after resolution is reached and must be re-requested on every instance. Direct access to servers, databases, and raw data is strictly controlled within D4H and Affiliates and limited to personnel with active approval, confidentiality, and privacy agreements in place.

Cloud Hosting

D4H utilizes Amazon Web Services (AWS), a subsidiary of Amazon.com, Inc (NASDAQ: AMZN), for off-site, third party, 'Safe Harbor Certified' hosting. The AWS Cloud operates 32 Availability Zones within 12 geographic Regions around the world providing us with data storage and hosting that is accredited as PCI DSS Level 1, SOC 1/ ISAE 3402, SOC 2, SOC 3, ISO 9001:2008, ISO 27001:2013, ISO 27017:2015, ISO 27018:2014. See more <https://aws.amazon.com/compliance/pci-data-privacy-protection-hipaa-soc-fedramp-faqs/>

D4H's Cloud Hosted deployment is physically located in the AWS datacenter in North Virginia, United States. Throughout the duration of this agreement, specific hosting providers or data center locations may be subject to change.

Certificate Of Completion

Envelope Id: 64BCEA8CC13F4FDAB62C6ADA99CC02B2
Subject: Please DocuSign: D4H for IM - Warren County EMA (OH) 29-04-2022 13:03:54
Source Envelope:
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Sent

Envelope Originator:
Robin Blandford
The Baily Lighthouse Howth
nil
Dublin, Dublin D13
robin.blandford@d4h.com
IP Address: 159.135.141.255

Record Tracking

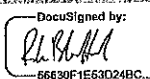
Status: Original
29 April 2022 | 13:41
Holder: Robin Blandford
robin.blandford@d4h.com

Location: DocuSign

Signer Events

Robin Blandford
robin.blandford@d4h.com
Director
D4H Technologies
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Uploaded Signature Image
Signed by link sent to robin.blandford@d4h.com
Using IP Address: 5.157.13.35

Timestamp

Sent: 29 April 2022 | 13:47
Viewed: 29 April 2022 | 13:51
Signed: 29 April 2022 | 13:51

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Bour
melissa.bour@wcoh.net
Security Level: Email, Account Authentication
(None)

Sent: 29 April 2022 | 13:51
Viewed: 29 April 2022 | 13:58

Electronic Record and Signature Disclosure:
Accepted: 29 April 2022 | 13:58
ID: 6ac0930d-55d7-4d81-99fc-c54cb301ef98

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jaimie Blandford
jaimie.blandford@d4h.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events**Status****Timestamps**

Envelope Sent

Hashed/Encrypted

29 April 2022 | 13:47

Certified Delivered

Security Checked

29 April 2022 | 13:58

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, D4H Technologies (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact D4H Technologies:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: robin.blandford@d4h.org

To advise D4H Technologies of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at robin.blandford@d4h.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from D4H Technologies

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to robin.blandford@d4h.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with D4H Technologies

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to robin.blandford@d4h.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify D4H Technologies as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by D4H Technologies during the course of my relationship with you.

Resolution

Number 22-0715

Adopted Date May 17, 2022

AUTHORIZE ACCEPTANCE OF QUOTE #001446 FROM SECURE CYBER DEFENSE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR EDR AND SCD AGENT TARGETED INTELLIGENCE ADDITION

WHEREAS Secure Cyber Defense will provide FortiEDR and SCD Agent Targeted Intelligence addition for Warren County Telecommunications as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Secure Cyber Defense on behalf of Warren County Telecommunications for FortiEDR and SCD Agent Targeted Intelligence Addition per quote# 001446 as attached hereto and a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Secure Cyber Defense
Telecom (file)

Resolution

Number 22-0716

Adopted Date May 17, 2022

AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO SIGN CHANGE ORDER #1 WITH DDK CONSTRUCTION, INC FOR THE UNION ROAD BRIDGES #33-4.92 AND #33-5.16 REHABILITATION PROJECT.

WHEREAS, pursuant to Resolution 21-0397 adopted March 23, 2021, this Board entered into contract for the Union Bridges #33-4.92 and #33-5.16 Rehabilitation Project; and

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the new class of work; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign change order #1 with DDK Construction, Inc. in the amount of \$13,378.60 resulting in an increase to purchase order #21001519, which is for a portion of the work, and a new contract price of \$498,260.65 for said purchase order. The change order is attached hereto and made a part thereof.

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

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

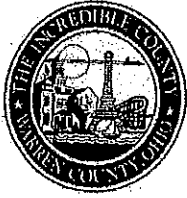
Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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



Warren County Engineer's Office

210 W Main Street
Lebanon, Ohio 45036
Phone: (513) 695-3301
Fax: (513) 695-7714

CHANGE ORDER

INVOICE NO: 5
DATE: 5-5-2022

Change Order Number 1
Project Name: WAR-CR33-(4.92)(5.16)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
509	1	LUMP	Epoxy Coated Reinforcing Steel (Price Increase)	\$1,824.60	\$1,824.60	
SPEC	1	LUMP	Additional Labor, Mob., MOT (Duke Gas Relo)	\$2,500.00	\$2,500.00	
441	22.64	CY	Asphalt Concrete Intermediate Course, Type 1	\$400.00	\$9,054.00	
			Sums of the ADDITIONS and DELETIONS		\$13,378.60	

TOTAL FOR THIS CHANGE ORDER

\$13,378.60

Original contract price \$484,882.05
 Current contract price adjusted by previous change orders \$ 484,882.05
 The Contract price due to this change order will be increased/decreased (circle one).
 The New contract price including this change order will be \$ 498,260.65
 The contract time will be increased by 0 calendar days.
 The date for completion of work will be May 6, 2022

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Douglas A. Schmitt 5/10/22 president
 Contractor's Signature Date Title

Recommended By:
Neil F. Tunison 5/10/2022 Shannon Jones 5/17/22
 Warren County Engineer Date Warren County Commissioner Date
vice President

Roy G. Heum 5/10/22 _____
 Warren County Bridge Engineer Date Warren County Commissioner Date

 Warren County Commissioner Date

Resolution

Number 22-0717

Adopted Date May 17, 2022

AUTHORIZE THE PARTIAL RELEASE OF RETAINAGE IN THE BUILDING CRAFTS, INC. ESCROW ACCOUNT FOR THE RICHARD A. RENNEKER WATER SOFTENING PROJECT

WHEREAS, pursuant to Resolution 22-0251, this Board of County Commissioners authorized the President of the Board to sign corporate resolutions with 1st National Bank in Lebanon, Ohio to open and make withdrawals on accounts for retainage held on Water and Sewer Contracts; and

WHEREAS, Building Crafts, Inc. opened an escrow account with 1st National Bank of Lebanon, Ohio for the deposition of retainage amounts held on the construction contract of the Richard A. Renneker Water Softening Project; and

WHEREAS, the County has deposited the requisite funds into said escrow account, the sum total of which amounts to the maximum allowable 4% (8% of the first 50% of completed Labor and Materials costs) and a maximum allowable 8% of stored materials cost; and

WHEREAS, Building Crafts, Inc. total stored materials cost has decreased from \$248,120.29 to \$0.00 and is now requesting a partial retainage release from escrow in the amount of \$19,849.62 to reflect the updated stored materials cost to date; and

NOW THEREFORE, BE IT RESOLVED to direct the President of the Board to authorize a withdrawal from the said escrow account for Building Crafts, Inc. in the amount of \$19,849.62.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

mbz

cc: Auditor ✓
c/a—Building Crafts, Inc.

Water/Sewer (file)
Project file

Resolution

Number 22-0718

Adopted Date May 17, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/10/22 and 5/12/22, as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor _____

Resolution

Number 22-0719

Adopted Date May 17, 2022

APPROVE VARIOUS RECORD PLATS

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

- Union Village, Phase 1 A2- Turtlecreek Township

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Plat File
RPC

Resolution

Number 22-0720

Adopted Date May 17, 2022

APPROVE A CASH ADVANCE REPAYMENT FROM HUMAN SERVICES 2203 INTO
COMMISSIONERS 1101

BE IT RESOLVED, to approve the following cash advance repayment:

\$200,000.00 from #2203-45556 (Advance of Cash Out)
into #1101-45555 (Cash Advance In)

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Cash Advance file
Human Services (file)
OMB

Resolution

Number 22-0721

Adopted Date May 17, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY
FUND #2211

BE IT RESOLVED, to provide funds for Broadband Consulting Services approved by the Board,
it is necessary to approve the following supplemental appropriation within fund 2211:

\$ 18,800.00 into #22111110- 5410 (Fiscal Recovery – Contracts BOCC Approved)

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/js

cc: Auditor
Supplemental App. file
OGA (file)
OMB

Resolution

Number 22-0722

Adopted Date May 17, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS
DEPARTMENT FUND #11012812 INTO #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$272,000.00 from #11012812-5400 (TEL Data Purchased Services)
into #11012810-5370 (TEL Software Non-Data Board)

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

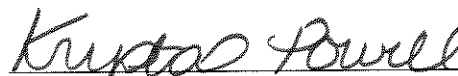
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 22-0723

Adopted Date May 17, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/
EMERGENCY MANAGEMENT FUND #2264

BE IT RESOLVED, to approve the following appropriation adjustment:

\$800.00 from #22642800-5210 (Materials & Supplies)
 into #22642800-5370 (Software Non-Data Board)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0724

Adopted Date May 17, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

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

\$3,000.00	from	22701240-5102	(Regular Salaries)
	into	22701240-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 22-0725

Adopted Date May 17, 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.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
SHE	FARO TECHNOLOGIES INC	SHE SCANNER AND ACCESORSORIES	\$ 23,502.75
TEL	SECURE CYBER DEFENSE LLC	TEL SECURE CYBER DEFENSE FORTI	\$ 46,041.25
FAC	HARLAN GRAPHIC ARTS SERVICES INC	FAC WALL GRAPHICS NEW JAIL	\$ 7,870.36
BLD	IWORQ	IWORQ SYSTEM	\$ 37,500.00

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
WAT	PEREGRINE CORP	BILLING SERVICES FOR 6/8/22-6/8/23	\$ 60,000.00 increase
SEW	PEREGRINE CORP	BILLING SERVICES FOR 6/8/22-6/8/23	\$ 60,000.00 increase
ENG	DDK CONSTRUCTION	UNION ROAD BRIDGE	\$ 13,378.60 increase

5/17/2022 APPROVED



Tiffany Zindel, County Administrator

Resolution

Number 22-0726

Adopted Date May 17, 2022

AMEND WARREN COUNTY ASSIGNED COUNSEL FEE SCHEDULE TO INCREASE THE HOURLY RATE FOR TIME IN AND OUT OF COURT

WHEREAS, this Board has considered the request to increase the hourly rate from \$60.00 for time in court and the rate of \$50.00 for time spent out of court and death penalty trial level \$60.00 per hour for both in and out of court to \$75.00 for both in and out of court for all cases; and

WHEREAS, this Board desires to amend the Assigned Counsel Fee Schedule to increase the hourly rate as requested; and

NOW THEREFORE BE IT RESOLVED, to amend the Warren County Warren County Assigned Counsel Fee Schedule to increase the hourly rate for both in and out of court to \$75.00; said amendment to be effective June 1, 2022.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Probate-Juvenile Court (file)
Common Pleas Court (file)
Auditor

Resolution

Number 22-0727

Adopted Date May 17, 2022

APPROVE SOFTWARE AGREEMENT WITH IWORQ SYSTEMS, INC. ON BEHALF OF
THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to approve and authorize the Vice President of the Board to sign a software agreement with IWorq Systems Inc. to provide software services to help automate various services within the department ; copy of said document attached hereto and made a part of hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Iworq Systems, Inc.
Building/Zoning

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Warren County here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.





Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MICELLANEOUS PROVISIONS:

iWorQ Systems is a C Corp in the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact MICHELLE TELTMEIER Title DIRECTOR

Office Phone 513-695-1994 Cell 513-615-1476

Email michelle.teltmeier@co.warren.oh.us

Secondary Implementation Contact GARY HUBBS Title CHIEF BLDG OFFICIAL

Office Phone 513-695-2653 Cell 513-315-0796

Email gary.hubbs@co.warren.oh.us

11. CUSTOMER BILLING INFORMATION:

Billing Contact ANNA HELTON Title OFFICE ADMINISTRATOR

Billing Address: 406 JUSTICE DR RM1167 LEBANON, OH 45036

Office Phone 513-695-1295 Cell 513-460-8952

Email anna.helton@co.warren.oh.us

PO# _____ (if required) Tax Exempt ID # 53-6000058





12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature *Starron Jones*

Effective Date: 5.17.22

Printed Name Starron Jones

Title Vice President

Office Number 53.695.1250

Cell Number _____

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

IWORQ SYSTEMS ACCEPTANCE:

Signature *Dalton Mickelsen*

Effective Date: 04/15/2022 DM.
~~03/30/2022~~

Printed Name Dalton Mickelsen

Title VP of Sales

Office Number 435-755-5126

Cell Number 208-431-7045



iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Warren County	Population- 224469
210 W Main St, Lebanon, OH 45036, USA	Prepared by: Marty Smith and Dalton Mickelsen

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
<p>Community Development (Enterprise Package)</p> <p>*Permit Management *Code Enforcement *Portal Home</p> <p>Daily upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information</p> <p>Track code violations, fees, and activities Unlimited reports and ad-hoc reporting Unlimited letters and documents configured through iWorQ's template library and 3 custom letters 8 custom forms for Portal Home Premium Data (25MB Uploads & 300GB Storage) Online credit/debit card processing integrated with iWorQ. GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information daily from the published service. Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)</p>	\$30,000	Annual
<p>Permit Management - Plan Review</p> <ul style="list-style-type: none"> - Available on any computer, tablet, or mobile device using Chrome browser - OpenStreetMap - Track your contractors and their licensing - Quarterly parcel upload - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms. 	Included	Annual



Plan Review Management		
- Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Must have premium data to use		
Subscription Fee Total (This amount will be invoiced each year)	\$30,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$20,000	\$5,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$25,900	Included	Year One
Grand Total Due Year 1	\$60,900	\$35,000	

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until **April 29th, 2022**.
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. The annual fees and services listed above are fixed for a term of 3 years. After such time the agreement will remain on a year-to-year basis with annual increases not to exceed 5%
- V. If iWorQ Systems fails to perform to the standards of the specifications within this agreement Warren County, OH can choose to opt-out of this agreement.



Resolution

Number 22-0728

Adopted Date May 17, 2022

SET PUBLIC HEARING TO CONSIDER FEE INCREASES WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, the need to consider increases in fees within the Warren County Building and County Zoning Department has been determined by the Director of Building and Zoning; and

WHEREAS, this Board desires to consider said fee increase request; and

NOW THEREFORE BE IT RESOLVED, to set the public hearing to consider fee increases within the Warren County Building and Zoning Department proposed in the attached fee schedules; said public hearing will be held June 14, 2022, at 9:15 a.m. in the Commissioners' Meeting Room; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/kp

cc: Building Department (file)
Zoning Department (file)
Public hearing file
Cincinnati Board of Realtors
Cincinnati HBA
Dayton HBA

BUILDING FEES - RESIDENTIAL

Building (Base Fee)	\$ 50.00	\$ 100.00
\$3.00/\$1,000 valuation		
Electric (Base Fee)	\$ 50.00	\$ 100.00
\$1.00/100 SQ. FT.		
HVAC (Base Fee)	\$ 50.00	\$ 100.00
\$1.00/100 SQ. FT.		
Move a House (Base Fee)	\$ 50.00	\$ 100.00
\$3.00/\$1,000 valuation		
Industrialized Unit (Base Fee)	\$ 50.00	\$ 100.00
\$3.00/\$1,000 valuation		
Temporary Service Release	\$ 50.00	
Service Release Upgrade	\$ 50.00	
Temporary Pole	\$ 50.00	
Generator	\$ 50.00	
Car Charger	\$ 100.00	
Satellite Antennas/Dishes	\$ 50.00	
Solar Panels	\$ 50.00	\$ 200.00
Radio Towers/Wind Turbines	\$ 50.00	
Fireplace Insert/Heat Stove	\$ 50.00	
Above Ground Pools	\$ 50.00	\$ 100.00

Inground Pools	\$ 100.00	\$ 150.00
Fire Damage	\$ 50.00	No Charge
Demolition	\$ 50.00	
Extra Inspections	\$ 50.00	
Plan Revision	\$ 50.00	
Lost Set of Plans	\$ 50.00	
Reactivate Permits (dormant 1 year, min \$50.00)	1/2 original fees	After 6 months Must re-apply
Cancelled Permit (dormant 1 year, not to exceed \$200.00)	1/2 original fees	After 6 months Must re-apply

NEW FEES

Processing Fee	\$ 50.00
Certificate of Occupancy	\$ 100.00
Certificate of Completion	No Charge
Temporary Cert of Occupancy (30 days)	\$ 100.00
After 30 days additional C/O cost	\$ 100.00
No refunds if permit is dormant 6 months	

BUILDING FEES - COMMERCIAL		
Building (Base Fee)	\$ 200.00	
See Graduated Fee Schedule		\$7.50/100 Sq. Ft.
Electric (Base Fee)	\$ 200.00	
\$2.50/100 Sq. Ft.		\$4.50/100 Sq. Ft.
HVAC (Base Fee)	\$ 200.00	
\$2.50/100 Sq. Ft.		\$4.50/100 Sq. Ft.
Industrialized Unit (Base Fee)	\$ 200.00	
\$1.30/100 SQ. FT.		\$7.50/100 Sq. Ft.
Hoods with Suppression	\$ 400.00	
Hoods without Suppression	\$ 200.00	
Bridges/Fountains	\$ 200.00	
Signs without electric	\$ 200.00	
Awnings	\$ 200.00	
Tents	\$ 200.00	
(enclosed 400 sq. ft or under/open 700 sq. ft. or under NO permit needed)		
Wind Turbines	\$ 400.00	
Public Pools	\$ 400.00	
Solar Panels (Roof mount)	\$ 400.00	\$ 400.00
		Plus \$4.50/100 sq ft
Solar (Array)	\$ 400.00	\$100.00 an acre

Retaining Walls/Entry Walls	\$ 400.00	
Water Towers	\$ 400.00	
Cellular Towers	\$ 400.00	
Sales Trailer	\$ 400.00	
Fire Damage	\$ 200.00	No Charge
Demolition	\$ 200.00	
Phased Permits	\$ 300.00	
Plan Review	\$ 200.00	
Lost Set	\$ 200.00	
Extras Inspection Fees	\$ 200.00	
Car Charger	\$ -	\$ 400.00
Starting work without a permit	\$ 200.00	Double Fees
Cancelled Permit (dormant 1 year, not to exceed \$200.00)	1/2 original fees	After 6 months. Must re-apply
Re-activate Permit (dormant 1 year)	1/2 original fees	After 6 months. Must re-apply

NEW FEES

Processing Fee	\$ 200.00
Certificate of Occupancy	\$ 200.00
Certificate of Completion	No Charge
Temporary Cert of Occupancy (30 day)	\$ 200.00
After 30 days additional C/O cost	\$ 200.00
No refunds if permit is dormant 6 months	
Signs with electric	\$200.00 each
Sprinkler Fees:	\$ 200.00
	\$4.50/100 sq. ft.
Fire Alarm Fees:	\$ 200.00
	\$4.50/100 sq. ft.

Zoning Fees

Square Footage	Fees
0 - 200 Sq. Ft.	\$35.00
201 - 400 Sq. Ft.	\$50.00
401 - 960 Sq. Ft.	\$100.00
961 - and above	\$250.00

All single-family homes	See chart above
All additions/remodels	See chart above
All decks/accessory buildings/structures	<small>not to exceed \$100.00</small> See chart above
Applications received after work has started for residential	\$ 50.00
Applications received after work has started for commercial	\$100.00
Basement Finishes	\$35.00 \$ 0.00
Revisions (requiring new plot plan)	\$ 50.00
Commercial/Industrial (.10 sq. ft. over 3000 sq. ft.)	Min \$300.00
Rezoning/Residential ("RU", "R1", "R1A", "R1B", "R2")	\$500.00 \$600.00
Rezoning/Commercial (includes all other zones)	\$750.00
Rezoning/PUD (plus \$1.00 per lot)	\$650.00
Appeals/Administrative	\$500.00
Variance/Residential ("RU", "R1", "R1A", "R1B", "R2")	\$500.00
Variance/Commercial (includes all other zones)	\$750.00
Site Plan Review	\$500.00
Conditional Use/Site Plan Review	\$500.00
Home Occupation Class 2	\$500.00
Reactivate permit (dormant one year)	$\frac{1}{2}$ original fees Must re-apply
Tenant Finish (.10 sq. ft. over 3000 sq. ft.)	\$150.00 \$0.00
Residential Two- Family and Three Family	(per unit) \$150.00
Commercial Multi Family (plus .10 sq ft over 3000 sq ft)	\$300.00
Signs (one or multiple) (plus \$1.00 sq. ft.) over 100 sq. ft. Min \$100.00 Max \$180.00	\$200.00
Sign Face Change	\$200.00
Temporary Signs	\$ 50.00
Billboards (plus \$1.00 per sq. ft.) over 100 sq. ft.	Min \$100.00 \$500.00
SOB Application (sexual oriented business)	\$250.00
SOB Annual Renewal Fee	\$125.00 \$150.00
SOB Permit Transfer Fee	\$200.00
SOB Employee License Fee	\$100.00
SOB Employee License Renewal Fee	\$ 50.00
In ground pools	\$100.00
Above ground pools	\$ 50.00
Garage/basement/yard sales	\$ 5.00

Zoning Fees

Mobile Home Occupancy (during single family construction)	\$50.00	\$ 0.00
Camper/RV Occupancy (during SFH construction for 6 months. Can renew for 6 more 1 time)		\$100.00
Zoning Codes (Code "A", "B" and Airport Code)		\$ 25.00
Maps	\$15.00	\$ 0.00
Bed / Breakfast (per year)		\$100.00
Construction /Sales Trailer		\$100.00
Home Occupation Class 1		\$100.00
Solid Waste		\$100.00
Telecommunication Towers		\$100.00
Tents (Commercial) (one or multiple tents on same permit)	flat fee	\$100.00
Residential Towers (amateur radio, windmill, wind turbine ECT.)		\$ 35.00
Solar Panels Residential (roof or ground mount)	\$35.00	\$100.00
Solar Panels Commercial (Roof mount)		\$2.00 per sq. ft.
Solar Panels Commercial (Array)		\$ 25.00 an acre
Flood Plain Variance	\$500.00	\$600.00
Flood Plain Permit	\$100.00	\$150.00
Aquifer / Wellhead		\$100.00

(Fence permits do not require zoning permits)