

# Resolution

Number 23-1156

Adopted Date September 12, 2023

HIRE VICTORIA CALDWELL, AS ADMINISTRATIVE SUPPORT, WITHIN THE WARREN COUNTY OFFICE OF MANAGEMENT AND BUDGET

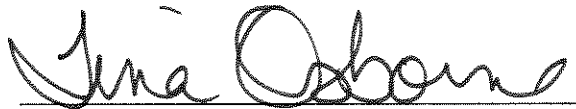
BE IT RESOLVED, to hire Victoria Caldwell as Administrative Support, within the Warren County Office of Management and Budget, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #10, \$17.60 per hour, effective September 25, 2023, subject to a passing a BCI test, negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: V. Caldwell's Personnel file  
OMB (file)  
OMB – Sue Spencer

# Resolution

Number 23-1157

Adopted Date September 12, 2023

AUTHORIZE THE POSTING FOR ADMINISTRATIVE SUPPORT POSITION, WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the Administrative Support position within the Warren County Commissioners' Office; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Support" 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 September 8, 2023.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Commissioners' file  
OMB Sue Spencer

# Resolution

Number 23-1158

Adopted Date September 12, 2023

AUTHORIZE THE POSTING OF THE "DEPUTY DIRECTOR" POSITION, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a).

WHEREAS, there exists an opening for a "Deputy Director" position within the Warren County Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Deputy Director" for the Warren County Department of Job and Family Services, Human Services Division, in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to begin, September 6, 2023.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Human Services (File)  
Sue Spencer - OMB

# Resolution

Number 23-1159

Adopted Date September 12, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR CURTIS HOLMAN WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Curtis Holman, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Curtis Holman's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.80 per hour effective pay period beginning September 23, 2023.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 23-1160

Adopted Date September 12, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ASHLEIGH RIFFLE WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ashleigh Riffle, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Ashleigh Riffle's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.80 per hour effective pay period beginning September 23, 2023.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-1161

Adopted Date September 12, 2023

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REMOVAL OF MULTIPLE TREES AT THE ZOAR TOWER SITE

WHEREAS, the Zoar communication tower is stabilized by six sets of guy wires; and

WHEREAS, multiple trees pose a risk to falling on and damaging the guy wires; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate removal of the trees that pose a risk to the tower; and

BE IT FURTHER RESOLVED, to approve Purchase Order #23002167 to Cardinal Landscaping in the amount of \$6,000.00 for the removal of the trees.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Facilities Management (file)

# Resolution

Number 23-1162

Adopted Date September 12, 2023

APPROVE AND ENTER INTO AN AGREEMENT WITH MONTGOMERY COUNTY  
RELATIVE TO JUSTICEWEB, MONTGOMERY COUNTY'S CRIMINAL JUSTICE  
INFORMATION SYSTEM

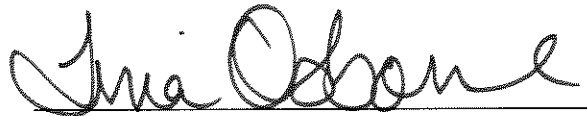
BE IT RESOLVED, to approve and enter into an agreement with Montgomery County for use of  
JusticeWeb, Montgomery County's Criminal Justice Information System, copy of said  
agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Montgomery County  
Commissioner file  
OMB – Sue Spencer



# JusticeWeb

## Montgomery County's Criminal Justice Information System Service Agreement

Name:	Title:		
Agency Name:	Warren County Commissioners		
Address:	406 Justice Dr.		
City:	State:	Zip:	
Lebanon	OH	45038	
Phone Number:	Fax Number:		
513-695-1747	513-695-2547		

The Agency requests access to JusticeWeb, whose purpose is to promote the administration of justice and governmental efficiency. This service will give the Agency access to a variety of computerized records.

The Agency understands that it will be charged annually based on the attached fee structure and will provide billing information on the following page.

Montgomery County's role is limited to providing the technical resources necessary to support the software that Montgomery County provides. Since the information that comprises the computer records is provided by others, the Agency understands that Montgomery County makes no claim as to the accuracy of any information contained in JusticeWeb. The Agency understands that any action it undertakes is based on the information contained within JusticeWeb and is entirely at its own discretion without any assurances or warranties from Montgomery County.

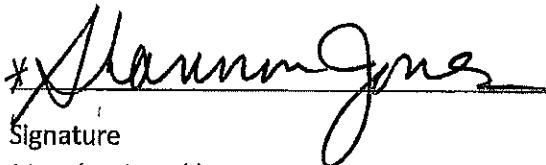
As the parties to this agreement are separate political subdivisions, should any liability arise related to this agreement, each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents. Employees and contracted servants and each party further agree to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions. Nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

The Agency is responsible for the use of the User IDs assigned to it. The Agency understands that illegal use of the data contained in JusticeWeb is prohibited, and website information is only to be used for legitimate law enforcement/criminal justice and governmental purposes. Information contained therein will not be viewed or shared for any other purpose. The Agency understands that failure to comply with this policy may result in revocation of the Agency's access to JusticeWeb and civil or criminal liability under applicable laws.



In addition, JusticeWeb data provided in any manner shall not be shared with non-law enforcement/criminal justice or governmental agencies without prior written authorization from the Montgomery County Office of Strategic Initiatives located at 117 S. Main Street, Suite 5200, Dayton, Ohio 45422.

This agreement will continue without renewal for a ten (10) year period beginning Jan. 1, 2024, unless terminated by either party. Montgomery County or the Agency may cancel this service upon 30 days written notice.

  
\_\_\_\_\_  
Signature

*Must be signed by person authorized to give Agency consent*

9.12.23

Date

\_\_\_\_\_  
Michael B. Colbert, Montgomery County Administrator

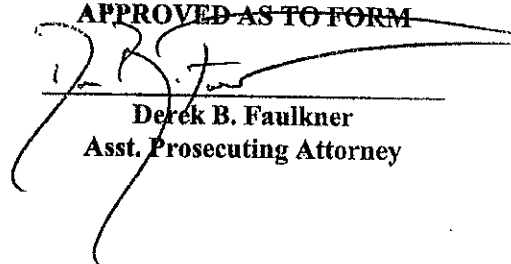
\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
MATHIAS H. HECK, JR.  
Prosecuting Attorney for  
Montgomery County, Ohio

By \_\_\_\_\_  
Assistant Prosecuting Attorney

Date \_\_\_\_\_

~~APPROVED AS TO FORM~~

  
\_\_\_\_\_  
Derek B. Faulkner  
Asst. Prosecuting Attorney

# Resolution

Number 23-1163

Adopted Date September 12, 2023

ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH WOOLPERT, INC. AND PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW FOR THE OHIO STATE IMAGERY PROGRAM ON BEHALF OF THE WARREN COUNTY AUDITOR'S OFFICE

BE IT RESOLVED, to enter into a professional services contract with Woolpert, Inc., 4454 Idea Center Boulevard, Dayton, Ohio 45430 and Pictometry International Corp. DBA EagleView, 25 Methodist Hill Drive, Rochester, New York 14623 for the Ohio State Imagery Program, as attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Woolpert, Inc.  
c/a—Pictometry International Corp. DBA Eagleview  
Auditor (file)

# Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT ("PSA"), is entered on 9-12-23 (the "Effective Date") between Woolpert, Inc., 4454 Idea Center Boulevard, Dayton, OH 45430 ("Woolpert"), Pictometry International Corp. dba EagleView, 25 Methodist Hill Drive, Rochester, NY 14623 ("Pictometry" or "EagleView") for the limited purpose of its obligations set forth herein, and the Warren County Board of Commissioners, on behalf of Warren County Auditor Matt Nolan, 406 Justice Drive, Lebanon, Ohio 45036 ("Client"), and intends to describe the services ("Services") to be performed for the Client's project ("Project"), all as described below.

**With the current OSIP3 Contract expiring on June 30, 2023, the execution of this contract is dependent upon the award to the Woolpert Team for OSIP4, which is being solicited during the 2<sup>nd</sup> half of 2023. Also, if the Woolpert Team is awarded OSIP4 and the fee for countywide 3-inch orthoimagery is lower than listed in this agreement, Woolpert will honor the lower fee.**

- Ohio State Imagery Program Contract:** This PSA for services is to be performed in conjunction with the Ohio State Imagery Program Contract between Woolpert and the State of Ohio (the "State") dated December 1, 2016 ("OSIP Contract"). The OSIP Contract permits the parties to this PSA to negotiate alternative terms to those included in the OSIP Contract with respect to Services identified as Optional Services in the OSIP Contract. The Services to be provided under this PSA are Optional Services under the OSIP Contract. Therefore, the terms and conditions of the OSIP Contract shall be incorporated herein by reference except for those provisions listed in Section 4 below.
- Scope:** Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, which is incorporated herein by reference. In the event that additional services are requested or required and provided that such additional services are not required due to the error of Woolpert or its subcontractor(s), the fee shall be equitably adjusted. Additional services shall not be performed without the written authorization of both parties.
- Subcontracting/License Terms:** The Client understands that deliverables described in Attachment A are proprietary to Pictometry International Corp. ("Pictometry"). Accordingly, the Client agrees that (1) Woolpert will subcontract the Services under this PSA to Pictometry; (2) the deliverables set forth in the Scope of Services are subject to the license terms and conditions of use ("Pictometry License(s)") included in Attachment A; and (3) Woolpert will provide coordination assistance to the Client with respect to enforcement of the rights of Client under this PSA; however, and notwithstanding any provision to the contrary herein, the Client agrees that it shall look solely to Pictometry, with the assistance of Woolpert as the point of contact, with respect to the performance of Pictometry and the deliverables that are included as an obligation of Pictometry as provided in the Pictometry License(s) as well as the indemnity obligations of Pictometry in Attachment A and in Section 15 of this PSA entitled "Indemnification". In acknowledgement of the obligations of Pictometry herein, Pictometry is included as a signatory to this PSA for such limited purposes.
- Order of Precedence:** In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): This PSA; Attachment A; and the terms and conditions of the OSIP Contract with the exception of the following provisions ("Excluded Provisions"): ownership rights, licensing, warranties, performance and payment, damages, termination, time, non-appropriation, and limitations of liability. The Excluded Provisions shall not flow down from the OSIP Contract and shall not apply to this PSA.
- Schedule:** Client acknowledges that the Services to be provided are dependent upon weather conditions conducive to aircraft flight as well as the capture of imagery. Notwithstanding, the parties agree that neither Client, Woolpert, or Pictometry shall be responsible for delays caused by reasons beyond a party's reasonable control, including but not limited to acts of God, war, terrorism, governmental or third party delay, or delay caused by another party to this PSA.
- Fees:** The total compensation due Woolpert for the Services is described within Attachment A. Client and Woolpert agree that Woolpert will submit invoices as specified on Attachment A or in the event that no invoice schedule is provided, no more often than monthly. Client will issue payments within 30 days of receipt of an invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this PSA, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its reasonable costs of collection, and interest at a rate of 1.5 percent per month.
- Insurance:** Woolpert and its subcontractor(s) shall carry and maintain insurance during the life of the PSA as is required by the OSIP Contract, and shall name Client as an additional insured. A project-responsive copy of Woolpert's ACORD specimen is available upon Client's request.
- Notices:** All notices under the PSA shall be in writing and shall be sent to the following respective addresses:

Client NOTICE ADDRESS	Woolpert NOTICE ADDRESS	Pictometry NOTICE ADDRESS
406 Justice Drive	1 Easton Oval, Suite 310	25 Methodist Hill Drive
Lebanon, OH 45036	Columbus, OH 43219	Rochester, NY 14623
Attn: Matt Nolan, Auditor	Attn: Contract Administration OSIP	Attn: Contract Administration
Phone: (513) 695-1235	Phone: 614.827.6155	Phone: (585) 486-0093

The parties may change their respective notice address by giving written notice of such change to the other parties at the other parties then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

**9. Deliverables:** All deliverables prepared pursuant to this PSA are subject to the Client's payment in full of all fees due under this PSA and compliance with the Pictometry License(s) terms included in Attachment A. Pursuant to the OSIP Contract, a copy of any deliverables contracted for through the OSIP Contract shall be provided to the State. Accordingly, Pictometry agrees to provide the State access to the deliverables via a valid Pictometry Connect account as agreed upon between Pictometry and the State.

**10. Issues:** Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the timing of the Project, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible. Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, delivery and/or administration. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed.

**11. Amendment:** This PSA may be amended only by writing signed and/or acknowledged (as via email) by authorized representatives of all parties. If Client, or anyone for whom Client is responsible, makes or permits any changes to the final deliverables without first obtaining Woolpert's and Pictometry's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

**12. Warranty:** Any warranty with respect to the Services provided under this PSA shall be provided in the Pictometry License(s) (See Attachment A) and Client shall look solely to Pictometry with respect to satisfaction of such warranties. Woolpert expressly disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this PSA. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct. Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

**13. Limits of Liability:** With respect to any claims that are not related to the Services of Pictometry, and in recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability, for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed the fee, or One Hundred Thousand Dollars, whichever is greater. The Client agrees that this limit of liability shall extend to Woolpert's subcontractor(s) other than Pictometry. Woolpert and its subcontractors other than Pictometry shall not have liability to the Client with respect to any claims or damages pertaining to the acts or omissions of Pictometry with the exception of damages caused to the extent of the direct negligence of Woolpert or its subcontractors other than Pictometry. Any limit of liability pertaining to Pictometry shall be as included in Attachment A

**14. Waiver of Damages:** Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this PSA, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this PSA.

**15. Indemnification:** Pictometry agrees to indemnify and hold harmless the Client from actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to reasonable defense attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, to the extent caused by the negligence of Pictometry.

**16. Findings for Recovery.** Woolpert certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**17. Governing Law:** This PSA is to be governed by and construed in accordance with the laws of the state of Ohio, without regard to conflicts of law principles. Any action brought under this PSA shall only be brought in a court of competent jurisdiction based upon the Project's location.

**18. Purchase Order:** Any purchase order or similar document issued by Client in connection with this PSA is issued solely for Client's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

IN WITNESS WHEREOF, this PSA is accepted as of the date first written above.

WARREN COUNTY, OH

Signed: *Shannon Jones*  
Name: Shannon Jones  
Title: President  
Date: 9-12-23

Title: Vice President

Date: 29 August 2023

WOOLPERT, INC.:

Signed: *Darius Hensley*  
Name: Darius Hensley

Digitally signed by Darius Hensley  
DN: cn=Darius Hensley, ou=Woolpert, Inc., ou=Government Solutions Market, email=darius.hensley@woolpert.com, c=US  
Date: 2023.08.29 14:24:21 -04'00'

PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW:  
(For the limited purpose of indemnity, performance of services, and warranty obligations defined in this PSA.)

Signed: *Robert Locke*  
Robert Locke (Aug 29, 2023 15:50 EDT)

Name: Robert Locke  
Title: President  
Date: Aug 29, 2023

# ATTACHMENT A

## SECTION A

### ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): \_\_\_\_\_

TERM (DURATION): Six years

<b>ORDER #</b>
LC-10003461

SHIP TO
Warren County, OH
Attn: Matt Nolan, County Auditor
406 Justice Drive
Lebanon, OH 45036
Email: mnolan@wcauditor.org
Phone: (513) 695-1235

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1208578	MCowles	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
431	EagleView Cloud – Imagery GSD: 1in Refresh Frequency: 3- Year Refresh Start Year: 2023	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip

		airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
6	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

**FEES**

All amounts due pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer without reducing any amount owed unless documents satisfactorily evidencing exemption from such taxes is provided prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less).

Due at Initial Activation of Services	\$103,339.17
Due at First Anniversary of Initial Activation of Services	\$103,339.17
Due at Second Anniversary of Initial Activation of Services	\$103,339.17
Due at Third Anniversary of Initial Activation of Services	\$104,672.50
Due at Fourth Anniversary of Initial Activation of Services	\$104,672.50
Due at Fifth Anniversary of Initial Activation of Services	\$104,672.50

**PRODUCT PARAMETERS**

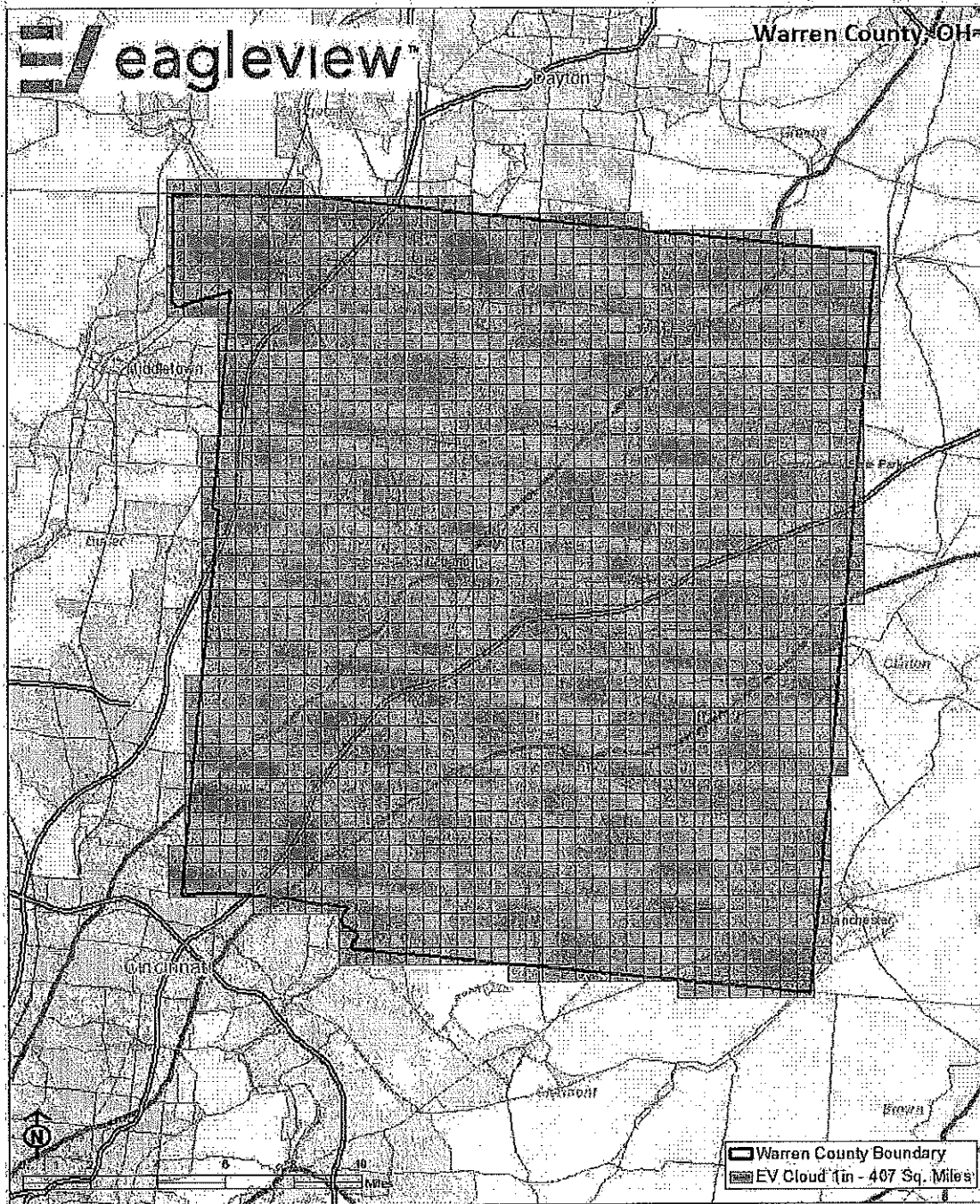
**Disaster Response Program ("DRP")**

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured "as-is".

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView, Woolpert, and Customer.

**WARREN COUNTY, OH**

Signed: \_\_\_\_\_

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

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

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

**WOOLPERT, INC.:**

Signed: \_\_\_\_\_

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

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

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

**PICTOMETRY INTERNATIONAL CORP.:**

Signed: \_\_\_\_\_

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

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

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

## SECTION B

### MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is entered into by and between the Customer identified above ("Customer") and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 ("EagleView"). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as "Party" and/or collectively as "Parties". EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS

1.1. "Account" means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

1.2. "Authorized User" means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

1.3. "Confidential Information" means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView's roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser's Confidential Information.

1.4. "Documentation" means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.

1.5. "Fee" means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.6. "Intellectual Property Rights" means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.7. "Malware" means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.8. "Order Form" means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.9. "Products and/or Services" means EagleView's proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

#### 2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. Access to the Product(s) and/or Service(s). Subject to Customer's compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal

business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer's failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s)' and/or Service(s)' technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

### 3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

**3.3. Taxes.** The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

#### **4. TERM AND TERMINATION**

**4.1. Term.** The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.

**4.2. Termination.** Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

**4.3. Effect of Termination on Fees: EagleView Breach.** In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

**4.4. Effect of Termination on Fees: Customer Breach.** In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

**4.5. Survival.** Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

#### **5. CONFIDENTIALITY**

**5.1. Obligations.** Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

**5.2. Required Disclosure.** The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

#### **6. WARRANTIES**

**6.1. Mutual Warranties.** Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

**6.2. EagleView Warranty.** EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

## 7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

## 8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

## 9. GENERAL PROVISIONS

- 9.1. **Export Laws.** The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.
- 9.2. **No Third-Party Beneficiaries.** Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 9.3. **Independent Contractors.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.
- 9.4. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- 9.5. **Security Assessment.** Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).
- 9.6. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.
- 9.7. **Governing Law.** This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.
- 9.8. **Severability & Waiver.** The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.
- 9.9. **Notices.** Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website ([www.eagleview.com](http://www.eagleview.com)) or e-mailed to the Customer's Account administrator(s).
- 9.10. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website

submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

## EXHIBIT 1

### SECURITY

#### 1. Definitions.

- 1.1 **"Controls Report"** means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 **"Highly Sensitive Information"** means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.5 **"Subcontractor"** means a subcontractor of EagleView.

#### 2 Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

#### 3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without Customer's prior written consent, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.
- 3.3 When transmitting and storing Customer Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology ("NIST").
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.



3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST.

3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView's Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

**4. Secure Application Development.** When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:

4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.

4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.

4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.

4.4 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, Customer will be permitted to conduct a penetration test at Customer's expense on a EagleView replicated, non-production testing site that includes all production security controls, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.

**5. Information Security Program.** Without limiting EagleView's obligation of confidentiality under this Agreement, EagleView will establish and maintain a written information security program, together with adequate administrative, technical, and physical safeguards, to:

5.1 Ensure the confidentiality, integrity, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;

5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;

5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and

5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.

Such written information security program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by ISO, ITIL, and/or NIST), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

**6. Vulnerability Management.** EagleView will:

6.1 Maintain an asset management process covering hardware and software.

6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).


6.3 Maintain a malware management process in accordance with industry standards for EagleView's entire infrastructure.

6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.

6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.

- 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.
7. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted.
8. **Security Incident Process.** EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
- 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 8.2 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.
9. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.
10. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.
11. **Record Retention and Return.** EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.

**APPROVED AS TO FORM**

  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**








# Warren\_County

Final Audit Report

2023-08-29

Created:	2023-08-29
By:	Lauretta Kehoe (lauretta.kehoe@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnxrcdHd1Nkadf0WuGcGPNzfr4RrBd7u

## "Warren\_County" History

-  Document digitally presigned by Darius Hensley (darius.hensley@woolpert.com)  
2023-08-29 - 6:24:21 PM GMT
-  Document created by Lauretta Kehoe (lauretta.kehoe@eagleview.com)  
2023-08-29 - 7:47:00 PM GMT
-  Document emailed to bob.locke@eagleview.com for signature  
2023-08-29 - 7:47:35 PM GMT
-  Email viewed by bob.locke@eagleview.com  
2023-08-29 - 7:49:10 PM GMT
-  Signer bob.locke@eagleview.com entered name at signing as Robert Locke  
2023-08-29 - 7:50:02 PM GMT
-  Document e-signed by Robert Locke (bob.locke@eagleview.com)  
Signature Date: 2023-08-29 - 7:50:04 PM GMT - Time Source: server
-  Agreement completed.  
2023-08-29 - 7:50:04 PM GMT

# Resolution

Number 23-1164

Adopted Date September 12, 2023

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND AFFORDABLE LAUGUAGE SERVICES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, pursuant to Resolution #20-0883, Adopted July 1, 2020, this Board approved an agreement with Affordable Language Services; and

WHERAS, pursuant to Resolution #22-1524 Adopted October 11, 2022, this Board approved an amendment to the agreement with Affordable Language Services; and

NOW THEREFORE BE IT RESOLVED, to amend the contract to accept Affordable Language Services' Amended Service Agreement dated August 16, 2023, with an affective date beginning September 1, 2023 and terminating on June 30, 2024; copy of contract attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Affordable Language Services  
Human Services (file)



AFFORDABLE  
**Language**  
SERVICES

The Right Words Mean Everything

***Amended Service Agreement Prepared Exclusively For***

**Warren County Job and Family Services**

On-Site Interpreting  
Over the Phone Interpreting  
Video Remote Interpreting  
Telehealth Support/Video Conferencing Support  
Translation & Localization Services

8.16.2023

Nancy M. McMahon  
VP, Customer Engagement  
O 513.792.5031  
M 513.368.2837

[nmcmahon@affordablelanguages.com](mailto:nmcmahon@affordablelanguages.com)



Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the Region's 1<sup>st</sup> Choice Language Service Partner. Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our *core values* reflect our approach to service and underscore important aspects of our business approach.

**CARE DEEPLY**

*About your experience*  
*Operational excellence*  
*Each other*

**DEMONSTRATE INTEGRITY**

*Do what we say we will do.*  
*Respect & compassion*  
*Absolute honesty*

**TAKE INITIATIVE**

*Leave no stone unturned!*  
*Be proactive*  
*Go above and beyond!*

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of WARREN COUNTY JFS. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

**SCOPE OF SERVICE (Specific to this Agreement)**

- Over the Phone Interpreting (OPI) - On Demand & Scheduled
- Video Remote Interpreting (VRI) - On Demand & Scheduled
- On-Site Interpreting
- Telehealth Support/Video Conferencing
- Translation & Localization Services

This agreement is valid for execution through September 01, 2023.

Our proposed Service Agreement, based on current conversations, will be in effect through June 30, 2024. This period is defined as the Initial Term.

This proposal is priced with the understanding that Affordable Language Services will be your first-call or primary provider for On-Site Interpreting, Video Remote Interpreting, Over the Phone Interpreting and Document Translation Services.



## INTERPRETING SERVICES

Affordable Language Services will provide WARREN COUNTY JFS with access to Interpreting Services for communication needs. You need to make sure your WARREN COUNTY JFS Staff can communicate effectively with consumers, patients, families and each other.

*We make this process simple with customized secure platform*

- **On-Site Interpreter**
  - ✓ Affordable Language Services will meet with Key Stakeholders to gain needs' insights and strategically build an Interpreter Program with a service combination of:
    - "Hub" Interpreters
    - Traditional prescheduled (individual) appointments
    - "On-Call" Interpreter program
    - Project Based Interpreters
    - Conference Team Interpreting/Simultaneous Interpreters
  - ✓ Interpreters are vetted to meet defined standards of performance
  - ✓ You will have access to schedule interpreting appointments through:
    - a dedicated Scheduling Team at Affordable Language Services
    - Secure Scheduling Portal (scheduling and monitoring appointments)
    - Dashboard and Scheduling Portal allowing for real time reporting and Appointment Visibility
    - Invoice availability inside the Customer Portal
- **Telephonic Interpreting (Over-the Phone/On Demand)**
  - ✓ *ALS will customize for your facility for ease of use and billing accuracy*
  - ✓ Password Bypass/Persistent Login/Single Sign On
  - ✓ Dashboard with REAL TIME information
  - ✓ Multi-party video or audio 4-way conferencing
  - ✓ Fully integrated with ZOOM
  - ✓ On Demand access for approximately 195 languages
  - ✓ Availability 7 days/week – 24 hours/day – 365 days/year
  - ✓ Remote Interpreters are accessible to WARREN COUNTY JFS facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS
  - ✓ Capabilities of routing to US Based Interpreters only (price adjusted accordingly)
- **"Direct Connect"**
  - ✓ Clients can be given a dedicated phone # to connect with an Interpreter
  - ✓ Facilitates communication in the clients' native language from the beginning of a call
  - ✓ Interpreter will dial directly to your facility



- **Video Remote Interpreting (VRI/On Demand)**
  - ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs
  - ✓ On Demand languages available 7 days/week – 24 hours/day – 365 days/year
  - ✓ Remote Interpreters are accessible to your facility via computer web browser or interface on a mobile device (phone or tablet) through an APP for android or iOS
  - ✓ APP allows for audio or video call
  - ✓ Dashboard with REAL TIME information
  - ✓ Multi-party video or audio 4-way conferencing
  - ✓ Screen Sharing capability
  - ✓ Fully integrated with ZOOM
  - ✓ Capabilities of routing to US Based Interpreters only
- **Over-the-Phone and Video Remote Interpreting Prescheduled**
  - ✓ For appointments that require prescheduling (i.e., rare languages, lengthy appointments requiring continuity of Interpreter) we can schedule a video or phone Interpreter in advance via internal Scheduling Team
  - ✓ Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year
- **Telehealth and Video Conferencing Support**
  - ✓ Capability with most technology platforms enabling the Interpreter to visually join the meeting/appointment
  - ✓ Screen Sharing capability
  - ✓ Provides more in depth and desirable outcome for provider and client
  - ✓ On Demand & Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year





**INTERPRETING SERVICES – On Site**

**Service Agreement:**

<b>SERVICE On-Site Interpreting</b>	<b>MINIMUM HOURS</b>	<b>REGULAR HOURS Rate/Hour</b>	<b>AFTER HOURS Rate/Hour</b>	<b>EMERGENT Rate/Hour</b>
<b>Consecutive Interpreting</b> • SPANISH • Non-Certified Medical/Other	1	\$48/Hour	+\$10/Hour	+\$10/Hour
<b>Consecutive Interpreting</b> • ALL OTHER LANGUAGES • Non-Certified Medical/Other	2	\$50/Hour	+\$10/Hour	+\$10/Hour
<b>Consecutive Interpreting</b> • AMERICAN SIGN LANGUAGE • Non-Certified Medical/Other	2	\$75/Hour	+\$10/Hour	+\$10/Hour
<b>Team Interpreting</b> • AMERICAN SIGN LANGUAGE • SIMULTANEOUS (SPOKEN LANGUAGES)	TBD TBD	TBD TBD	TBD TBD	TBD TBD
<b>Parking</b>	Provided by Client			
<b>Mileage</b>	At current Federal Rate (when applicable)			

- Regular Hours' billing rate will be used for all appointments taking place within Business Hours – Monday through Friday 8 AM-5PM EST
- Emergent and After Hours' billing rate will apply to all times outside of Business Hours, and will include holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day)
- Emergent Fee: If appointment is scheduled with less than 24-hour notice (dependent on business hours defined as Monday-Friday 8 AM – 5 PM EST), the Emergent Hours' Rate will apply
- Spoken Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM EST), the minimum fee will be charged
- American Sign Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged or reserved time whichever is greater
- If Scheduled appointments are longer than 4 hours in duration and cancelled with less than 48 hours-notice reserved time will be charged
- If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments
- Invoicing for On-Site Interpreting is weekly and submitted electronically – preferred method of payment; ACH or Credit Card
- E-Signatures will be used as Verification of Service

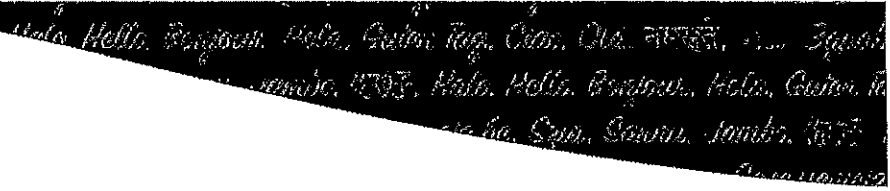


**INTERPRETING SERVICES (Over the Phone and Video Remote)**

**Service Agreement:**

<b>OVER THE PHONE INTERPRETING (OPI) – ON DEMAND</b> Pricing – Non-Certified Medical/Other	
<b>Language</b>	<b>Rate/Minute</b>
Spanish	\$.70
All Other Spoken	\$1.00
<b>VIDEO REMOTE INTERPRETING (VRI) – ON DEMAND</b> Pricing – Non-Certified Medical/Other	
<b>Language</b>	<b>Rate/Minute</b>
Spanish	\$1.10
All Other Spoken	\$1.25
American Sign Language	\$2.05
American Sign Language (After Hours)	\$2.40
<b>OVER THE PHONE &amp; VIDEO REMOTE INTERPRETING – SCHEDULED</b> Pricing – Non-Certified Medical/Other	
<b>Language</b>	<b>Rate/Minute</b>
Spanish	\$1.10
All other Languages	\$1.40
American Sign Language	\$2.20
<b>DIRECT CONNECT</b>	
	NA/Month/Line
<b>OVER THE PHONE &amp; VIDEO REMOTE INTERPRETING</b> Conference & Telehealth Pricing – Non-Certified Medical/Other	
<b>TBD</b>	<b>Rate/Minute</b>
<b>Set-up Fee</b>	<b>Completed</b>

- All "On Demand" Appointments are billed by actual minutes utilized per call
- All "Scheduled" Appointments for Spoken Languages will be billed for a minimum of 30 Minutes
- All "Scheduled" Appointments for American Sign Language will be billed for a minimum of 60 Minutes
- 24 Hour Cancellation is required for Scheduled Appointments - if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), Time Reserved will be charged
- It is possible to maintain call recordings for a limited time. Customer needs to agree to saving calls and the duration. Associated costed are added to the monthly invoice
- OPI/VRI is invoiced monthly, submitted electronically or available via the Customer Portal
- Any scheduled OPI or Video calls requiring blocks of time and extended duration will have a cancellation policy specific to the project and scope of work
- Invoicing for phone and video Interpreting is monthly and submitted electronically or available via the portal – preferred method of payment; ACH or Credit Card



### Document Translation & Localization

Our goal is to ensure that your carefully chosen words are translated as you intended. We will provide innovative solutions that make it easy, with an approach consisting of a professional Linguist, Machine Translation or a Combination:

- Secure Client Portal (Ability to transfer documents/retrieve documents/manage reporting)
- Integrated Translation Management System (memoQ/Plunet)
- Quality Management System for Internal Processes and Linguist Management & Quality Results
- Efficiency and Cost Effectiveness with Future Projects Through Utilization of Translation Memory
- In-Country and International Linguist Teams
- Strategic Partnership to Support Overall Corporate Translation Plan
- Dedicated Translation Team Providing a Consultative Approach for all Projects

### Affordable Language Services - Translation Scope

- Translation Client "Needs Analysis" and Strategic Overview
- Translation
  - Document Translation
  - Website Translation
  - Subtitling
- Linguist Translator + Linguist Reviewer
- MT (Machine Translation)
- MTPE (Machine Translation Post-Editing)
  - ✓ Light Post Editing
  - ✓ Full Post Editing
- Transcreation
- Website Localization
- DTP (Desktop Publishing)
- Transcription
- Proofing
- Voice-Over and/or Dubbing (Service is quoted per Project)
- Style Guide Creation
- Customizable Content Management

Translation Memory will compound pricing discounts as projects accumulate.

***Translation Memory is accessible and buildable by language and across ALL departments within your organization.***

Each translation project is unique and will generate its' own individual Quote.  
Quote Authorization required prior to project launch.



**ADDITIONAL SERVICES (related to translation and localization)**

ADDITIONAL SERVICES	ASSOCIATED COST
Website Translation	Price quoted by SOW by project by language
Transcreation	Price quoted by SOW by project by language
Localization	Price quoted by SOW by project by language
Subtitling	Price quoted by SOW by project by language
Voice-Over	Price quoted by SOW by project by language
Transcription	Price quoted by SOW by project by language
Machine Translation (MT)	Price quoted by SOW by project by language
Machine Translation Post-Editing (MTPE)	Price quoted by SOW by project by language
✓ Light Post Editing	
✓ Full Post Editing	
Proofing	Price quoted by SOW by project by language
Style Guide Creation	Price quoted by SOW by project by language
Glossary Creation	Price quoted by SOW by project by language

**TRANSLATION PROJECTS**

**Standard Delivery:**

- Delivery in 3-5 business days for up to 4000 words
- Add 1 business day for each additional 1500 words

**Expedited Delivery:**

- Delivery in 24-48 hours is possible for translation of certain documents, but revision by a second Linguist may not be possible due to time constraints
- Expediated delivery will result in a 40% rush fee & may also apply to documents in PDF format if recreation is necessary)
- Expedited projects will be discussed in order to have optimal results required

**Notarized Certificate of Accuracy:**

- \$25.00 per Certificate
- Verifies the translation is complete and correct and the translation was performed to the best of the translator's ability
- Certificates typically must accompany documents utilized for a legal or official purpose

**Invoicing:**

- All Translation Projects are invoiced when completed and delivered unless otherwise negotiated
- Invoices are submitted electronically and are password protected
- Invoice Payment via ACH or Credit Card



**INVOICING INFORMATION**

We want to make sure we provide accurate Invoicing for your organization! Please review the fields below and we will discuss your specific requirements, ensuring your information goes to the right contact with the necessary information all the time!

WARREN COUNTY JFS INFORMATION	
Company Name: <i>Warren County Human Services</i>	Billing Address – please list if different than address on left
Address: <i>416 S. East Street</i>	Billing Address:
City: <i>Lebanon</i> State: <i>OH</i> Zip: <i>45036</i>	City: State: Zip:
Client Contact for Services: <i>Jordan Barnhart</i>	Client Contact for Billing:
Phone #: <i>513-695-1458</i>	Phone #:
Email Address: <i>Jordan.Barnhart@jfs.ohio.gov</i>	Email Address:
Fax #: <i>513-695-2701</i>	Fax #:
Preferred Method of Payment: <i>ACH Check</i>	
IF Check Payment has been negotiated send checks to: AFFORDABLE LANGUAGE SERVICES PO BOX 195 MARIETTA, OH 45750-0195	
Credit Card Payments will Incur an additional charge on invoice	
Current Terms & Conditions: <a href="https://www.affordablelanguageservices.com/company-terms-conditions/">https://www.affordablelanguageservices.com/company-terms-conditions/</a>	
INVOICE FIELDS – Please select if these fields are required to be shown on Invoices	
PO Required? <i>Yes</i>	Other (please specify):
Cost Center Code(s) Required?	Other (please specify):
Case Number Required?	Other (please specify):
Suite/Department Required?	Other (please specify):

**ONLINE ACCESS**

Please list below any staff that will need online access to our software. There is Basic Access, which will allow job viewing or entry only, or Admin Access, which will allow job viewing and entry, as well as financial and reporting access. ALS will provide training on the software to assist your team.

NAME	PHONE	EMAIL	PLATFORM
<i>James Ryan</i>	<i>513-695-1404</i>	<i>James.Ryan@jfs.ohio.gov</i>	<i>Admin Access</i>



## Company Terms & Conditions

Customer agrees that by placing any orders, customer is bound by the terms and conditions outlined below.

### 1. DEFINITIONS

"Company" means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

"Client" means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

### 2. PAYMENT, END USER DATA AND PRICING

#### PAYMENT

New customers may require prepayment of 50-100% of initial order. Payment is due within 30 days from invoice date. Interest will accrue at one and one-half percent (1.5%) per month on any outstanding balances over 30 days past invoice date.

Invoices neglected for longer than 30 days may result in service restriction.

Payments are accepted via ACH or Credit Card.

#### CREDIT CARD PAYMENT

Credit Card payments will incur an additional charge on invoice

#### CHECK PAYMENT

Check payment is not a preferred method, if check payment is required and negotiated payments need to be mailed to:

**AFFORDABLE LANGUAGE SERVICES**

**PO BOX 195**

**MARIETTA, OHIO 45750-0195**

#### END USER DATA

On occasion, not all end user data associated with an OPI/VRI Session may be collected for multiple reasons, including the inability of the caller to provide accurate requested information. Incorrect end user data will not be reason to deny payment for OPI/VRI services rendered.

#### PRICING

Company can modify pricing associated with its services as dictated by business conditions.

Such pricing changes must be provided to Client with at least 30 days' notice.

### 3. NONSOLICITATION

Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company for duties that include interpreting.

Client may avoid this restriction upon payment of a one-time fee of \$5,000.00. If the client wishes to pursue hiring any contractor/employee of company (for duties that include interpreting) they must contact Affordable Language Services in advance.



#### 4. CONFIDENTIAL INFORMATION

Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company's services nor the fees charged for such services, subject to requirement to release records under Ohio Public Records Law.

#### 5. CLIENT REVIEW

Client agrees to the Company's Client Review Policies and Process as defined:  
CLIENT REVIEW POLICIES AND PROCESSES

Client/in-country review is a vital part of the translation process. Not only does it reassure our clients of the quality of Affordable Language Services' work, but it also serves as a feedback mechanism so that Affordable Language Services can continually improve both translation and process quality. For client review to be effective and efficient, reviewers must adhere to the following definition of scope:

- Review is not an **editorial function**; it is a quality control function.
- Since the goal of review is inspection, Affordable Language Services suggests that in the interest of time and cost effectiveness, the client **reviewer should perform a spot check of materials**. We recommend that the reviewer inspect a **representative sample of 5-10% for larger projects**. However, the scope of the review is at the full discretion of the client.
- The client reviewer's linguistic qualifications and subject matter expertise are the sole responsibility of the client.
- The reviewer's job is to confirm that Affordable Language Services has conformed to **terminological and translation standards agreed upon by the client and Affordable Language Services and report on any/all errors**. Affordable Language Services defines errors as follows: (1) overt mistranslations, (2) the use of incorrect terminology, (3) failure to adhere to terminology included in client approved glossaries and/or translation memories, (4) failure to adhere to established style guidelines, which were discussed and approved by the client prior the project start (5) missing or incomplete translation, (6) defects in orthography, typography and formatting (if the review is done prior to formatting, formatting issues are not to be considered an error). Preference-based changes (such as stylistic changes that were not specified in the style guide and are mainly a matter of personal preference) do not constitute errors and are not covered under this client review policy. If these changes are to apply to future work, they must be reported in the reviewer's logs for incorporation into glossaries, translation memories and style guides, but not in the current project. No changes to approved terminology will be accepted during the review phase. Any preferential changes can be made to the translation as a part of an update and will be charged separately.
- Affordable Language Services defers to the reviewer regarding all changes that s/he makes to deliverables and disclaims any responsibility for changes made by the reviewer.



- Affordable Language Services requires that corrective action mandated by the reviewer be reported to Affordable Language Services in a change log. Furthermore, such issues must be actionable by Affordable Language Services, i.e., the requested change must be clearly defined and the context of the change precisely reported so that Affordable Language Services can resolve the issue. Updates to glossaries, translation memories, style guides and deliverables will be confined to the corrective actions noted in the change log.
- **All changes inserted into files using change tracking will be accepted as is. Documents and files that rely on returned files will be updated accordingly. Regression testing of client-reviewed files is not included in base costs for translation/localization projects. Any costs arising from remediation of errors introduced by the client's reviewer will entail additional costs to the client above and beyond the original contract.**
- **It is Affordable Language Services' standard policy to correct all errors (as defined in point "4" above) and implement all changes mandated by the client reviewer within five business days or less.**
- Scheduling of client review must be agreed upon by Affordable Language Services and the client prior to the start of any project.

6. LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK

In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary. All changes requested by the Client (stylistic, preferential, and/or terminological) will be subject to additional charges.

7. CHANGES IN TRANSLATION PROJECT SCOPE OR REQUIREMENTS

Following the start of a translation order, any changes requested by the client that impact the project scope (amount of work, level of service, or time to delivery) may warrant a change in charges. Any change in project costs will be reported to the Client prior to any work starting or continuing. The Company requires approval in writing to carry out such changes.

8. RETENTION OF SOURCE MATERIALS AND WORK PRODUCT

Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option. Retrieval of archived documents (those older than 60-days after final delivery of a Client's order) will incur a \$25 archive retrieval fee.

9. OWNERSHIP OF LANGUAGE ASSETS

The Company retains ownership of all language assets (translation memories; terminology lists, databases, and glossaries; style guides; query databases, and any other reference materials compiled as part of translation work initiated by the Company on behalf of the Client) unless such assets are deemed as deliverables for which a fee shall be negotiated between the Client and the Company.





Once a language asset has been designated as deliverable and relevant fees negotiated and paid, ownership of said assets will transfer to the Client. All costs accrued for maintaining, improving, or modifying such assets will be borne by the Client.

#### 10. CLIENT'S DUTIES AND OBLIGATIONS

##### Purpose and Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing, or publication. Client shall cooperate with Company when additional information or collaboration is needed and shall accept liability for any delays resulting from a failure to cooperate.

##### Certifications

The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e., medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.

##### Responsibility to Review Invoices and Limitation to Dispute Charges

The Client shall be responsible for reviewing invoices for accuracy and disputing any charges within 14 days of receipt of invoice. For any invoice that has already been paid, the Client may request an audit of billed services and necessary corrections to be made for a period of 60 days from the date the payment is received. Predetermined questions (for OPI and VRI invoicing) that have no response cannot be challenged for accuracy.

#### 11. LIMITATION ON WARRANTIES AND COMPANY'S RESPONSIBILITY FOR DAMAGES

Company's sole obligation with respect to error in its work product is to correct such error at no cost to Client. No liability is assumed by Company for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. Unless otherwise agreed to in writing by the Company, Company **MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE**, including but not limited to the availability or timeliness of the performance of any service. No liability will be assumed by Company for changes made or requested by Client to the original and/or final deliverables of an order.



12. SEVERABILITY

If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

13. RENEWAL

This agreement will automatically renew upon the conclusion of the Initial Term if neither party provides notification of intent to terminate more than 30 days prior to the end of the term.

14. TERMINATION

Client may terminate services by providing 30 days written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms.

15. WAIVER

No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

16. MODIFICATION

Except as to pricing terms of Section 2 and 13 above, this Agreement may not be modified or amended except by a written agreement signed by both parties.

17. GOVERNING LAW

The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Ohio, without regard to its conflict of laws rules.

18. COMPANY'S RELEASE OF INTELLECTUAL PROPERTY RIGHTS

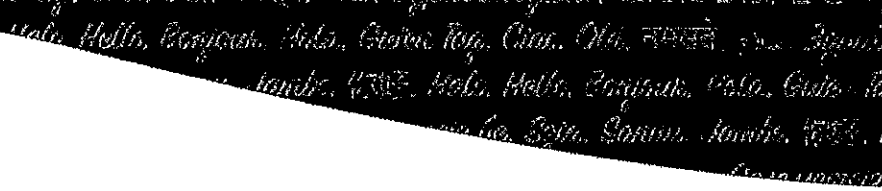
Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.

19. ENTIRE AGREEMENT

This agreement includes all attached exhibits, all of which are herein incorporated by reference. This agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by terms outlined in Section 2 and 13.



AFFORDABLE  
**Language**  
SERVICES  
The Right Words Mean Everything



**SIGNATURE**

By signing I agree to have read and agree to all pricing and Affordable Language Services' Terms and Conditions in this document.

**Affordable Language Services**

Signature: *Nancy McMahon*

Print: Nancy McMahon

Date: 8.18.2023

**WARREN COUNTY JFS**

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

Print: \_\_\_\_\_

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

*Arlene Byrd*  
*Arlene Byrd*  
*8/28/2023*

**CONTRACT AMENDMENT WITH AFFORDABLE LANGUAGE SERVICES  
BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
AND  
AFFORDABLE LANGUAGE SERVICES**

**WHEREAS** a contract was entered into on July 1, 2020, Resolution #20-0883, between the Warren County Board of Commissioners, on behalf of the Warren County Department of Human Services and Affordable Language Services, hereinafter jointly referred to as "the Parties" and

**WHEREAS** the contract was amended on October 11, 2022, Resoluion #22-1524, to renew the contract for two years effective 07/01/2022 through 06/30/2024, and

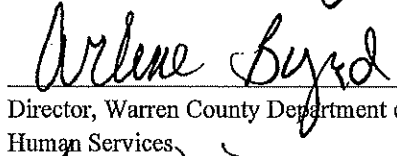
**NOW, THEREFORE**, the Parties agree to amend the Contract as follows:

- 1) Amend the current contract to accept Affordable Language Services' Amended Service Agreement dated August 16, 2023, with an affective date beginning September 1, 2023 and terminating on June 30, 2024; copy of contract attached hereto and made a part hereof.

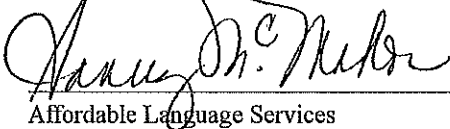
**WARREN COUNTY DIVISION OF HUMAN SERVICES**

  
\_\_\_\_\_  
President, Warren County Board of Commissioners

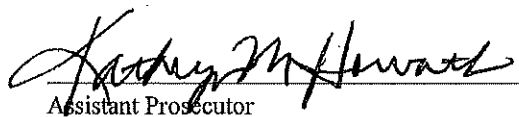
9-12-23  
Date

  
\_\_\_\_\_  
Director, Warren County Department of  
Human Services

8/28/2023  
Date

  
\_\_\_\_\_  
Affordable Language Services

8/22/2023  
Date

  
\_\_\_\_\_  
Assistant Prosecutor

8/31/23  
Date

# Resolution

Number 23-1165

Adopted Date September 12, 2023

## AUTHORIZE ACCEPTANCE OF RENEWAL QUOTE WITH OARNET ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS OARnet will provide additional licensing and VMware renewal for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from OARnet on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- OARnet  
Telecom (file)



**OARnet**

An OH-TECH Consortium Member

Connect. Aggregate. Collaborate.

1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

**TO:** Dustin Flint  
Data Systems Analyst  
Warren County Telecommunications  
500 Justice Drive  
Lebanon, OH 45036

**FROM:** OARnet  
1224 Kinnear Rd  
Columbus, OH 43212

**EMAIL:** dustin.flint@wcoh.net

**EMAIL:** oarnetvmware@oar.net **WEB:** www.oar.net

**PHONE:** (513) 695-2812 **FAX:**

**FAX:** (614) 292-9397

**TERMS:** OARnet-VMware ELA  
Remit to: The Ohio State University  
Accounts Receivable  
PO Box 182905, Columbus, Ohio 43218-2905  
Payment Terms: Net 30  
Credit Cards: VISA/MasterCard/AMEX/DISCOVER (2.75%  
processing fee)

**QUOTE NO:** 39179079  
**QUOTE DATE:** 05/19/2023  
**QUOTE EXPIRES:** 06/18/2023  
**TOTAL QUOTE:** \$18,887.50

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	QTY	SUBTOTAL
1	VCS8-STD-C	VMware vCenter Server 8 Standard for vSphere 8 (Per Instance)	\$2,284.75	1	\$2,284.75
2	VCS8-STD-P-SSS-C	Production Support/Subscription VMware vCenter Server 8 Standard for vSphere 8 (Per Instance) for 1 year	\$802.75	1	\$802.75
3	VS8-EPL-C	VMware vSphere 8 Enterprise Plus for 1 processor	\$1,461.50	8	\$11,692.00
4	VS8-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 8 Enterprise Plus for 1 processor for 1 year	\$513.50	8	\$4,108.00
<b>SUBTOTAL:</b>					\$18,887.50
<b>TOTAL QUOTE:</b>					\$18,887.50

Please note, pricing is subject to change. This quote reflects current pricing and is valid through the above expiration date. Prior to submitting a PO, ensure this quote has not expired. If the quote has expired, please request a refreshed quote.

**TO ORDER:** Submit a copy of this quote along with your PO to: oarnetvmware@oar.net. Quote number should be referenced on your Purchase Order.



**OARnet**

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1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9181 • Fax: (614) 292-0397 • www.oar.net

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	QTY	SUBTOTAL
----------	-------------	-------------	---------------	-----	----------

**OARnet Terms and Conditions**

The software and services quoted above are subject to the terms and conditions of the OARnet VMware Program. All software & services quoted herein are subject to the VMware Master End User License Agreement ("EULA") located on the OARnet website (<https://www.oar.net/sites/default/files/page-files/EULA%20-%2010.2021%20DA.pdf>). The terms of the EULA published on the OARnet website supersede any click to accept EULA embedded in the software downloaded from VMware.

**1. Payment Terms**

**Failure to Pay:** End User shall pay to OARnet the amounts set forth for the Products and Services within this quote. Payment is due upon 30 days of receipt of invoice. Pursuant to Section 2 below, OARnet may terminate this Agreement or EULA and demand End User no longer use the Product upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest, and any collection fees as allowable under Ohio Revised Code

**2. Term and Termination**

The initial term of this Agreement shall commence on the date this Agreement is executed and shall continue for the term set forth within this quote or is otherwise terminated pursuant to the Agreement or the terms of the EULA. OARnet may terminate this Agreement upon 30 days' notice for End User's failure to pay invoice(s) when due or immediately for material breach of any other term of this Agreement and demand End User no longer use the Product.

**3. Limitation of Liability**

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

**4. Compliance with Applicable Law and Other Obligations**

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

**5. Governing Law and Jurisdiction**

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction.

**6. Entire Agreement; Amendments**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This Agreement may not be modified by and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.



**OARnet**

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1224 Kinear Road Columbus, Ohio 43212 • Phone: (614) 292-9161 • Fax: (614) 292-9397 • www.oar.net

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	QTY	SUBTOTAL
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END USER CONTACT INFORMATION

Entity/Customer/End User Name: \_\_\_\_\_

Portal Folder Name (if known): \_\_\_\_\_

Technical Contact (Primary):

Billing Contact:

Name: Dustin Flint

Name: Accounts Payable

Address: 500 Justice Drive

Address: 500 Justice Drive

City/State/Zip: Lebanon OH 45036

City/State/Zip: Lebanon, OH 45036

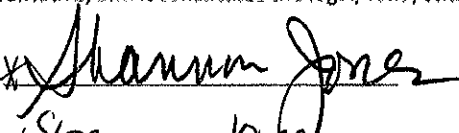
Phone: 513-695-4357

Phone: 513-695-1319


Email: Dustin.Flint@wcoh.net

Email: Accountspayable@wcoh.net

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

Signature:   
 Name: Shannon Jones  
 Title: President  
 Date: 9.12.13

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney



Exhibit B

VMWARE END USER LICENSE AGREEMENT for  
The Ohio State University on behalf of Ohio Academic Resources Network (OARnet)

PLEASE NOTE THAT THE TERMS OF THIS END USER LICENSE AGREEMENT SHALL GOVERN YOUR USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE.

**IMPORTANT-READ CAREFULLY:** BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU (THE INDIVIDUAL OR LEGAL ENTITY) AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT ("EULA"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT WITHIN THIRTY (30) DAYS AND REQUEST A REFUND OF THE LICENSE FEE, IF ANY, THAT YOU PAID FOR THE SOFTWARE.

**EVALUATION LICENSE.** If You are licensing the Software for evaluation purposes, Your use of the Software is only permitted in a non-production environment and for the period limited by the License Key. Notwithstanding any other provision in this EULA, an Evaluation License of the Software is provided "AS-IS" without indemnification, support or warranty of any kind, expressed or implied.

1. DEFINITIONS.

- 1.1 "Affiliate" means, with respect to a party, an entity that is directly or indirectly controlled by or is under common control with such party, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity (but only as long as such person or entity meets these requirements).
- 1.2 "Documentation" means that documentation that is generally provided to You by VMware with the Software, as revised by VMware from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.
- 1.3 "Guest Operating Systems" means instances of third-party operating systems licensed by You, installed in a Virtual Machine and run using the Software.
- 1.4 "Intellectual Property Rights" means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
- 1.5 "License" means a license granted under Section 2.1.
- 1.6 "License Key" means a serial number that enables You to activate and use the Software.

- 1.7 "License Term" means the duration of a License as specified in the Order.
- 1.8 "License Type" means the type of License applicable to the Software, as more fully described in the Order.
- 1.9 OARnet "Member" - means: any Ohio public or private educational entity that is not a federal agency, including any university or university system, school district, associated healthcare facility, any Ohio government agency that is not a federal agency (including any county, municipality, or township), and any entity eligible for services from the Ohio Cooperative Purchasing Act and related Programs.
- 1.10 "Open Source Software" or "OSS" means software components that are licensed under a license approved by the Open Source Initiative ("OSI") or similar open source or freeware license and are embedded in the delivered Software.
- 1.11 "Order" means a purchase order, enterprise license agreement, or other ordering document issued by You to VMware or a VMware authorized reseller that references and incorporates this EULA and is accepted by VMware as set forth in Section 4.
- 1.12 "Product Guide" means the current version of the VMware Product Guide at the time of Your Order, copies of which are found at [www.vmware.com/download/eula](http://www.vmware.com/download/eula).
- 1.13 "Services Terms" means VMware's then-current Support and Subscription Contract Terms and Conditions, copies of which are found at [www.vmware.com/files/pdf/support/support\\_terms\\_conditions.pdf](http://www.vmware.com/files/pdf/support/support_terms_conditions.pdf).
- 1.13 "Software" means the VMware Tools and the VMware computer programs listed on VMware's commercial price list pursuant to which You acquire a license under an Order, together with any software code relating to the foregoing that is provided to You pursuant to a support and subscription service contract and that is not subject to a separate license agreement.
- 1.14 "Territory" means the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.
- 1.15 "Third Party Agent" means a third party delivering information technology services to You pursuant to a written contract with You.
- 1.16 "Virtual Machine" means a software container that can run its own operating system and execute applications like a physical machine.
- 1.17 "VMware" means VMware, Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.
- 1.18 "VMware Tools" means the suite of utilities and drivers, licensed by VMware under the "VMware Tools" name, that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.

## 2. LICENSE GRANT.

- 2.1 Scope of License. Subject to the terms and conditions of this EULA, VMware grants You, during the License Term, a non-exclusive, non-transferable License to use the Software, in executable code form only, within the Territory, for Your internal operations in accordance with

(a) the Documentation; (b) the License Type for which You have paid the applicable fees; and (c) other applicable limitations set forth in the Order. The License to the Software is limited to the quantities specified in each applicable Order.

- 2.2 **Third Party Use.** Under the License granted to You in Section 2.1 above, You may permit Your Third Party Agents to access, use and/or operate the Software on Your behalf for the sole purpose of delivering services to You, provided that You will be fully responsible for Your Third Party Agents' compliance with terms and conditions of this EULA and any breach of this EULA by a Third Party Agent shall be deemed to be a breach by You.
- 2.3 **Permitted Copies.** You may make one copy of the Software for archival purposes only. The copy shall: (a) be kept within Your possession or control; (b) include all titles, trademarks, and copyright and restricted rights notices in the original; and (c) be subject to this EULA. You may not otherwise copy the Software without VMware's prior written consent.
- 2.4 **Benchmarking.** You may use the Software to conduct internal performance testing and benchmarking studies. You may only publish or otherwise distribute the results of such studies to third parties as follows: (a) if with respect to VMware's Workstation or Fusion products, only if You provide a copy of Your study to [benchmark@vmware.com](mailto:benchmark@vmware.com) prior to distribution; (b) if with respect to any other Software, only if VMware has reviewed and approved of the methodology, assumptions and other parameters of the study (please contact VMware at [benchmark@vmware.com](mailto:benchmark@vmware.com) to request such review and approval) prior to such publication and distribution.
- 2.5 **VMware Tools.** You may distribute the VMware Tools (whether or not as part of the Virtual Machine You create with the Software) to third parties solely when installed in a Guest Operating System to enhance its performance and functionality when running in a Virtual Machine, provided that You will be fully responsible for such third parties' compliance with the terms and conditions of this EULA, and any breach of this EULA by any such third party shall be deemed to be a breach of this EULA by You.
- 2.6 **Open Source Software.** Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS's own applicable license terms, which can be found in the `open_source_licenses.txt` file, the Documentation or as applicable, the corresponding source files for the Software available at [http://www.vmware.com/download/open\\_source.html](http://www.vmware.com/download/open_source.html). These OSS license terms are consistent with the license granted in Section 2, and may contain additional rights benefiting You. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable OSS license terms.

### 3. RESTRICTIONS; OWNERSHIP.

- 3.1 **Restrictions.** You acknowledge that the Software and the structure, organization and source code of the Software constitute valuable trade secrets of VMware. Accordingly, except as expressly permitted in Section 2 or as otherwise authorized by VMware in writing, You will not and will not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part the Software or Documentation to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part; (c) copy the Software, except for archival purposes, as set out in Section 2.3; (d) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software as described in this EULA; (e) translate, modify or create derivative works based upon the Software; (f) permit any use of or access to the Software by any third party; (g) remove any product identification, proprietary, copyright or other notices contained in the Software; or (h) operate the Software on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party, except that, for the purposes of this Section 3.1 (h), You may use the Software to deliver hosted services to Your Affiliates.

- 3.2 **Decompilation.** Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the Territory give You the express right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, You must first request such information from VMware (at info@vmware.com), provide all reasonably requested information to allow VMware to assess Your claim, and VMware may, in its discretion, either provide such interoperability information to You, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that VMware's proprietary rights in the Software are protected and to reduce any adverse impact on VMware's proprietary rights.
- 3.3 **Ownership.** The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of VMware and its licensors. Your rights to use the Software and Documentation shall be limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Software or any related Intellectual Property Rights are implied. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this EULA or the applicable Order.
- 3.4 **Guest Operating Systems.** Certain Software allows Guest Operating Systems and application programs to run on a computer system. You acknowledge that You are responsible for obtaining and complying with any licenses necessary to operate any such third-party software.
4. **ORDER.** Your Order is subject to this EULA. No Orders are binding on VMware until accepted by VMware. Orders for Software are deemed to be accepted upon VMware's delivery of the Software included in such Order. Orders issued to VMware do not have to be signed to be valid and enforceable.
5. **AUDIT RIGHTS.**
- 5.1 **Records.** You will, during the License Term for any Software licenses acquired under this EULA (and for a period of two (2) years from the expiration of the applicable License Term), maintain accurate records of Your use of the Software sufficient to demonstrate Your compliance with the terms of this EULA and all Orders.
- 5.2 **Audit Rights.** During the period in which You are obligated to maintain such records, VMware, or through a nationally recognized, independent third-party auditor (so long as the firm is not paid in proportion to the amounts recovered), may, upon reasonable notice to You, audit such records to verify that You have (a) used the Software solely in the manner authorized herein; (b) paid all applicable license fees; and (c) otherwise complied with the terms of this EULA and all Orders. VMware may conduct no more than one (1) audit in any twelve (12) month period. Audits will be conducted during normal business hours and VMware will use commercially reasonable efforts to minimize the disruption of Your normal business activities. VMware, or through a nationally recognized, independent third-party auditing firm, shall not have physical access to Your computing devices in connection with any such audit, without Your prior written consent. You will reasonably cooperate with VMware and/or its third-party auditor and will promptly pay directly to VMware any undisputed underpayments revealed by such audit. You will promptly reimburse VMware for all undisputed and reasonable costs and expenses incurred by VMware for such audit if: (i) such audit reveals an underpayment by You of more than ten percent (10%) of the fees payable by You to VMware for the period audited, or (ii) such audit reveals You have intentionally and materially failed to maintain accurate records of Your use of the Software.
6. **SUPPORT AND SUBSCRIPTION SERVICES.** Except as expressly specified in the Product Guide, VMware does not provide any support or subscription services for the Software under this EULA. You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by VMware unless you separately purchase VMware support or subscription services. These support or subscription services are subject to the Services Terms.

## 7. WARRANTIES.

- 7.1 Software Warranty.** VMware warrants to You that the Software will, for a period of ninety (90) days following delivery ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Software (a) has been properly installed and used at all times and in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than VMware or its authorized representative. VMware will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of the foregoing warranty, either replace the applicable Software or correct any reproducible error in the Software reported to VMware by You in writing during the Warranty Period. If VMware determines that it is unable to correct the error or replace the Software, VMware will refund to You all License fees actually paid by You, in which case the License for the applicable Software and Your right to use such Software will terminate.
- 7.2 Disclaimer of Warranties.** THE EXPRESS WARRANTY IN SECTION 7.1 ABOVE IS IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VMWARE AND ITS LICENSORS DISCLAIM, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SOFTWARE, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO YOU UNDER THIS EULA. VMWARE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE SOFTWARE WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

## 8. INTELLECTUAL PROPERTY INDEMNIFICATION.

**8.1 Defense and Indemnification.** Subject to the remainder of this Section 8, VMware shall defend You against any third party claim that the Software infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Your actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People's Republic of China, to the extent that such countries are part of the Territory for the License ("Infringement Claim") and indemnify You from the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement; provided that You: (i) promptly provide VMware with notice of such Infringement Claim; and (ii) reasonably cooperate in response to VMware requests for assistance. Subject to the approval of the Ohio Attorney General, VMware shall have control of the defense and/or settlement negotiations. You may participate in any litigation at Your own expense. You may not settle or compromise any Infringement Claim without the prior written consent of VMware.

**8.2 Remedies.** Should the Software become, or in VMware's opinion be likely to become, the subject of an Infringement Claim, VMware will, at VMware's option and expense either: (a) procure the rights necessary for You to make continued use of the affected Software in accordance with this EULA; (b) replace or modify the affected Software to make it non-infringing; or (c) terminate the License to the affected Software and discontinue the related support services, and, upon Your certified deletion of the affected Software, refund: (i) the fees paid by You for the License to the affected Software, less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered; and (ii) any pre-paid service fee attributable to related support services to be delivered after the date such service is stopped. Nothing in this Section 8.2 shall limit VMware's obligation under Section 8.1 to defend and indemnify You, provided that You replace the allegedly infringing Software upon VMware's making alternate Software available to You and/or You discontinue using the allegedly infringing Software upon receiving VMware's notice terminating the affected License.

**8.3 Exclusions.** Notwithstanding the foregoing, VMware will have no obligation under this Section 8 or otherwise with respect to any claim based on: (a) a combination of Software with non-VMware products (other than non-VMware products that are listed on the Order and used in an unmodified form); (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer VMware revision would have avoided the infringement; (d) any modification to the Software made without VMware's express written approval; (e) any claim that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into Software listed on VMware's commercial price list; (f) any claim that relates to Linux or Android open source software, even when it has been embedded into or distributed with the Software or (g) any Software provided on a no charge,

beta or evaluation basis. THIS SECTION 8 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND VMWARE'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

**9. LIMITATION OF LIABILITY.**

- 9.1 Limitation.** Each party's liability for a claim of any nature arising out of this Agreement shall not exceed the fees paid by Customer to VMware for the specific Software or Service giving rise to such claim, and in no event shall either party's total and cumulative liability for all claims arising out of this Agreement exceed the lesser of: (a) the total fees paid by Customer to VMware under this Agreement, or (b) USD \$1,000,000 (one million United States Dollars).
- 9.2 Disclaimer of Liability.** To the maximum extent permitted by applicable law, in no event shall either party be liable for any indirect, incidental, special, punitive or consequential damages, or any loss of profits, business opportunity, revenue, goodwill or data, even if such party has been advised as to the possibility of such damages.
- 9.3 Exclusions.** The limitations in Sections 9.1 and 9.2 shall not apply to: (a) Customer's breach of VMware's or its licensors' Intellectual Property Rights or Customer's use of the Software in a manner not expressly authorized by this Agreement; (b) VMware's indemnification obligations under Section 8; (c) either party's breach of Section 11.1-11.4; (d) Customer's payment obligations; or (e) any liability which may not be excluded by applicable law.
- 9.4 Further Limitations.** VMware's licensors shall have no liability of any kind under this Agreement and VMware's liability with respect to any third party software embedded in the Software shall be subject to Sections 9.1 and 9.2.

**10. TERMINATION.**

- 10.1 Term of Agreement.** The term of this Agreement commences on the Effective date continues until this Agreement is terminated in accordance with this Section 10 ("Term").
- 10.2 License Term.** The License Term for each Software product Licensed by Customer shall be perpetual unless otherwise specified in the applicable Order, but the License is terminable and revocable by VMware in accordance with this Section 10.
- 10.3 Services Period.** The Services Period is defined in and set forth in the Services Terms.
- 10.4 Termination of Agreement.** This Agreement may be terminated by either party at any time if there is no License then in effect, effective thirty (30) days after delivery of written notice to the other party.
- 10.5 Termination by Customer.** Customer may terminate this Agreement immediately upon written notice to VMware if: (i) VMware breaches any provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from Customer; or (ii) VMware commits a material breach that is not capable of being cured.
- 10.6 Termination by VMware.**
- (a) **Termination for Breach.** VMware may terminate this Agreement in its entirety effective immediately upon written notice to Customer if: (i) Customer breaches any provision in Section 3 and does not cure the breach within ten (10) days after receiving written notice thereof from VMware; (ii) Customer fails to pay any portion of the License fees within ten (10) days after receiving written notice from VMware that payment is past due; (iii) Customer breaches any other provision of this Agreement and does not cure the breach within

thirty (30) days after receiving written notice thereof from VMware; or (iv) Customer commits a material breach that is not capable of being cured.

(b) **Termination for Insolvency.** VMware may terminate this Agreement in its entirety effective immediately upon written notice to Customer if Customer: (a) terminates or suspends its business; (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors; or becomes subject to control of a trustee, receiver or similar authority; or (c) becomes subject to any bankruptcy or insolvency proceeding.

(c) **Termination of Software Licenses.** VMware may (in addition to its rights in this Section 10.6) terminate one or more of Customer's Licenses (and the Services for the applicable Software) if Customer materially breaches any of the terms of Sections 2 or 3 with regard to such License and does not cure the breach within ten (10) days after receiving written notice thereof from VMware.

#### 10.7 Effect of Termination.

(a) If Customer terminates this Agreement pursuant to Sections 10.4 or 10.5 or VMware terminates this Agreement pursuant to Sections 10.4, 10.6(a) or 10.6(b): (i) all Licensed rights to all Software granted to Customer under this Agreement will immediately cease to exist; (ii) Customer must promptly discontinue all use of all Software, and (destroy all copies of the Software and all License Key(s)) and return, or if requested by VMware, destroy, any related VMware Confidential Information in Customer's possession or control and certify in writing to VMware that Customer has fully complied with these requirements; and (iii) all Services shall terminate.

(b) If VMware terminates one or more of Customer's Licenses pursuant to Sections 7.1, 8.2 or 10.6(c), or Customer does not renew its License for any Software Licensed for a License Term that is less than perpetual: (i) all Licensed rights to the applicable Software granted to Customer under this Agreement will immediately cease to exist; (ii) Customer must promptly discontinue all use of such Software, destroy all copies of such Software and License Key(s) for such Software and return, or if requested by VMware, destroy, any related VMware Confidential Information in Customer's possession or control and certify in writing to VMware that Customer has fully complied with these requirements; and (iii) all Services for such Software shall terminate.

(c) Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5.1 (Records), 5.2 (Audit Rights), 7.2 (Disclaimer of Warranties), 8 (Intellectual Property Indemnification), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information, ) and 12 (General) shall survive any termination of this Agreement.

#### 11. CONFIDENTIAL INFORMATION.

11.1 **Definition.** "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding VMware's pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software.

11.2 **Protection.** Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the EULA, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the EULA and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

**11.3 Exceptions.** Recipient's obligations under Section 11.2 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**11.4 Data Privacy.** You agree that VMware may process technical and related information about Your use of the Software which may include internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics to facilitate the provisioning of updates, support, invoicing or online services and may transfer such information to other companies in the VMware worldwide group of companies from time to time. To the extent that this information constitutes personal data, VMware shall be the controller of such personal data. To the extent that it acts as a controller, each party shall comply at all times with its obligations under the local legislation applicable in the Territory for the protection of individuals with regard to the processing of personal data. Collected data is subject to VMware's Privacy Policy at <http://www.vmware.com/help/privacy.html>.

## 12. GENERAL

**12.1 Assignment.** This EULA and any Orders, and any of Your rights or obligations thereunder, may not be assigned, subcontracted or transferred by You, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of VMware. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

**12.2 Notices.** Any notice delivered by VMware to You under this EULA will be delivered via mail, email or fax.

**12.3 Waiver.** The waiver of a breach of any provision of this EULA shall not constitute a waiver of any other provision or any subsequent breach.

**12.4 Severability.** If any provision of this EULA is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this EULA will remain in full force and effect.

**12.5 Compliance with Laws; Export Control; Government Regulations.** Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this EULA.

**12.6 Construction.** The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" means "including but not limited to."

**12.7 Governing Law.** This EULA will be governed by Ohio law and the United States of America, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods shall not apply.

**12.8 Third Party Rights.** Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.



- 12.9 **Product Guide.** In addition to the above sections, Your use of the Software is subject to the terms and conditions of the Product Guide, which is incorporated herein by reference.
- 12.10 **Order of Precedence.** In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following order of precedence shall apply: (a) the Product Guide (b) this EULA, and (c) the Order. With respect to any inconsistency between this EULA and an Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any Order, acknowledgement or confirmation or other document issued by You, unless the parties execute a written agreement expressly indicating: (i) that such Order shall modify this EULA; or (ii) that the terms of such Order shall supersede and control in the event of any inconsistency. If Customer is an entity of the State of Ohio, in no event can such entity ever agree to: indemnify, defend or hold harmless other parties; binding arbitration; choice of law in any state other than Ohio; or accept any other contract provision contrary to Ohio law. Any other terms incorporated into this EULA are subject to these limitations.
- 12.11 **Entire Agreement.** This EULA, including accepted Orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.
- 12.12 **Contact Information.** Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America. If You have any questions concerning this EULA, please send an email to [info@vmware.com](mailto:info@vmware.com).
- 12.13 **The Parties are independent contractors.** Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

# Resolution

Number 23-1166

Adopted Date September 12, 2023

ENTER INTO AGREEMENT FOR ELECTRONIC POLLBOOK FUNDING WITH THE OHIO SECRETARY OF STATE'S OFFICE ON BEHALF OF WARREN COUNTY BOARD OF ELECTIONS


BE IT RESOLVED, to approve and authorize the President of the Board to enter into agreement with the Ohio Secretary of State's Office on behalf of Warren County Board of Elections; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: c/a—Ohio Secretary of State  
Board of Elections (file)

**ELECTRONIC POLLBOOK MEMORANDUM OF UNDERSTANDING  
BETWEEN THE OHIO SECRETARY OF STATE,  
THE WARREN COUNTY BOARD OF ELECTIONS, AND  
THE WARREN COUNTY COMMISSIONERS**

**Purpose**

1. This Memorandum of Understanding (“MOU”) between the Ohio Secretary of State (“SOS”), the Warren County Board of Elections (“Board”), and the Warren Commissioners (“County”) is to document the roles and responsibilities of each party in complying with the requirements set forth in Section 610.30 of House Bill (“H.B.”) 33 of the 135<sup>th</sup> General Assembly, the State Operating Budget, which amends Section 285.12 of H.B. 45 of the 134<sup>th</sup> General Assembly.
2. Specifically, it is the goal of the SOS, the Board, and the County to document in this MOU their mutual understandings concerning the use of the funding provided by Section 610.30 of H.B. 33, the State Operating Budget, and appropriation item 050638, Electronic Pollbooks, for State Fiscal Year 2024 in assisting the Board to acquire electronic pollbooks after July 4, 2023.

**Legal Authority**

1. This MOU is being entered into in accordance with Section 610.30 of H.B. 33 of the 135<sup>th</sup> G.A., the State Operating Budget, for the acquisition of electronic pollbooks and other necessary equipment.
2. Section 610.30 of H.B. 33, in relevant part, states:

“The board shall enter into a memorandum of understanding with the county commissioners and the Secretary of State ... concerning [the acquisition of the selected electronic pollbooks and any other necessary equipment]. The Secretary of State shall reimburse the board of elections for the lesser amount of either eighty-five per cent of the cost of those acquisitions, or the amount of the allocation as determined by the Secretary of State under this section.”

**Definitions**

1. “Electronic pollbook” means “an electronic list of registered voters for a particular precinct or polling location that may be transported to a polling location”<sup>1</sup> that is certified for use in Ohio pursuant to Ohio Revised Code (“R.C.”) 3506.05.
2. “Any other necessary equipment” means any software, hardware, peripheral, license agreement, service or maintenance agreement or integration with the Board’s voter

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<sup>1</sup> R.C. 3506.05(A)(1).

registration system that is essential for the implementation, fully functional operation, and legal use of the electronic pollbooks.

### **Terms of Agreement**

The Board will select a certified electronic pollbook and any other necessary equipment from the list of certified electronic pollbooks and equipment and their corresponding price provided to the Board from the Department of Administrative Services (“DAS”) state term contract for electronic pollbooks (State Contract Numbers ACQ1048, ACQ1048-1, ACQ1048-2, and/or ACQ1048-3). Pursuant to R.C.125.04, the Board must be an active member of the DAS Cooperative Purchasing Program in order to make a purchase referencing the DAS state term contract. To locate the state term contract and price lists, go to:

[https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract\\_browse\\_public](https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract_browse_public) and search by state contract number “ACQ1048” or the Keywords “electronic pollbooks.”

More information on membership, or to determine if your county is currently a member, can be found here: <https://procure.ohio.gov/state-and-local-agencies/resources/cooperative-purchasing>

1. The County will be responsible for selecting the equipment and paying the total invoice cost of the electronic pollbooks and any other necessary equipment to the vendor. The Board will notify the SOS in writing of its selection and of the exact quantity of electronic pollbooks and equipment the Board will purchase.
2. The SOS will provide the County with funding to reimburse 85 percent of the total acquisition cost for electronic pollbooks and any other necessary equipment selected by the Board, up to the amount of the Board’s allocation of the funding. Any unexpended, unencumbered portion of the Board’s allocation at the end of State Fiscal Year 2024 will not be available for the Board to procure certified electronic pollbooks and any other necessary equipment in State Fiscal Year 2025, unless otherwise extended.
3. For electronic pollbook acquisitions made against the DAS state term contract, the notification to the SOS shall consist of a copy of this MOU signed by the Board and appropriate county designees, a copy of the invoice and purchase order, and if available, proof of payment for the purchase or lease of electronic pollbooks and any other necessary equipment. Any request for reimbursement must be received by the SOS no later than May 1, 2024, unless otherwise extended.
4. The Board will maintain accurate records of all expenses incurred related to the funds provided under this MOU for a minimum of five years. If those records are relevant to litigation, claims, audits, negotiations, or other proceedings initiated prior to the end of that five-year period, the Board must retain the records until the final disposition of those proceedings or until the end of the five-year period, whichever is later.

## **General Provisions**

1. If there is a change in the law necessitating a change in this MOU, the SOS shall immediately notify the Board and the County, and all parties shall re-evaluate the MOU to ensure its compliance with the law.
2. This MOU is effective upon signature of all parties and shall remain in effect as required by state law.
3. This MOU is subject to R.C. 126.07.
4. This MOU may be modified or amended provided that any such modification or amendment is in writing and is signed by all of the parties to this MOU. Said amendment shall be effective upon the execution by all of the parties.
5. If any provision of this MOU should be found illegal, invalid, or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired, and the MOU shall be interpreted, to the extent possible, to give effect to the parties' intent.
6. This MOU is entered into through the actions of the Board of Elections pursuant to a motion of the Board of Elections approving this MOU and authorizing and directing the signator to execute this agreement on behalf of the Board (the minutes reflecting the motion or other record of the motion is attached as Exhibit 1) and the Board of County Commissioners pursuant to Resolution of the Board approving this MOU and authorizing and directing the signator to execute this agreement on behalf of Board (the Resolution to be attached as Exhibit 2).

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**Persons to be Contacted for Further Information or Assistance**

**For State Term Contract Concerns**

Dennis Kapenga  
4200 Surface Road  
Columbus, Ohio 43228  
Phone: 614-466-7911  
Email: [Dennis.Kapenga@das.ohio.gov](mailto:Dennis.Kapenga@das.ohio.gov)

**For Reimbursement Requests**

Leslie Piatt  
22 North 4<sup>th</sup> Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: 614-995-2041  
Email: [LPiatt@OhioSOS.gov](mailto:LPiatt@OhioSOS.gov)

**County Board of Elections Contact**

Contact Name: Brian Sleeth, Director  
Address: 520 Justice Dr  
City, Ohio Zip Lebanon, Ohio 45036  
Phone: 513-635-8811  
Email: [Brian.Sleeth@WarrenCountyOhio.Gov](mailto:Brian.Sleeth@WarrenCountyOhio.Gov)

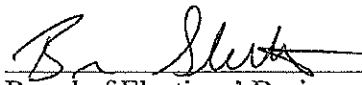
**County Commissioners Contact**

Contact Name: Shannon Jones  
Address: 400 Justice Drive  
City, Ohio Zip Lebanon, OH 45036  
Phone: 513-695-1250  
Email:

The Ohio Secretary of State, the Board of Elections, and the County Commissioners indicate their agreement with the above provisions and further agree that the interest of each is in compliance with Section 610.30 of House Bill 33, the State Operating Budget, by signing below a copy of this Memorandum of Understanding.

SOS Designee Signature

Date



Board of Elections' Designee Signature

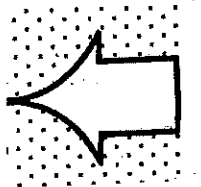
Date



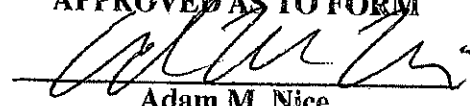
County Commissioners' Designee Signature

9-12-23

Date



**APPROVED AS TO FORM**



Adam M. Nice  
Asst. Prosecuting Attorney

# Resolution

Number 23-1167

Adopted Date September 12, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/5/23 and 9/7/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-1168

Adopted Date September 12, 2023

## ACKNOWLEDGE RECEIPT OF AUGUST 2023 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the August 2023 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor (file)   
S. Spencer  
Tina Osborne



# Financial Statement for 2023 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	82,018,474.45	7,185,771.37	7,137,303.82	82,066,942.00	409,171.00	82,476,113.00
2201	SENIOR CITIZENS SERVICE LEVY	6,267,813.59	0.00	1,394,198.84	4,873,614.75	763,041.60	5,636,656.35
2202	MOTOR VEHICLE	10,117,680.74	1,103,737.15	1,035,859.13	10,185,558.76	6,398.34	10,191,957.10
2203	HUMAN SERVICES	1,131,764.79	453,000.35	423,259.46	1,161,505.68	25,057.06	1,186,562.74
2204	COVID19 EMERGENCY RENTAL ASSIS	4,591,591.86	0.00	4,800.00	4,586,791.86	0.00	4,586,791.86
2205	BOARD OF DEVELOPMENTAL DISABIL	30,295,573.73	707,606.47	1,387,891.57	29,615,288.63	337,882.11	29,953,170.74
2206	DOG AND KENNEL	688,512.85	9,762.84	89,288.38	608,987.31	695.00	609,682.31
2207	LAW LIBRARY RESOURCES FUND	90,347.58	36,133.71	23,631.89	102,849.40	18,997.27	121,846.67
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	0.01	0.00	0.00	0.01	0.00	0.01
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	19,231,045.45	0.00	226,434.51	19,004,610.94	45,135.32	19,049,746.26
2212	ONEOHIO OPIOID SETTLEMENT FUND	379,674.94	96,812.87	0.00	476,487.81	0.00	476,487.81
2215	VETERAN'S MEMORIAL	9,878.84	100.00	0.00	9,978.84	0.00	9,978.84
2216	RECORDER TECH FUND 317.321	236,183.37	8,623.00	1,575.48	243,230.89	0.00	243,230.89
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	568,515.47	100,000.00	26,359.00	642,156.47	26,359.00	668,515.47
2219	WIRELESS 911 GOVERNMENT ASSIST	454,445.18	11,772.79	13,476.52	452,741.45	0.00	452,741.45
2220	CP INDIGENT DRVR INTRK/MONITG	11,738.42	210.00	0.00	11,948.42	0.00	11,948.42
2221	CC/MC INDIGENT DRIVER INTERLOC	124,955.22	319.98	0.00	125,275.20	0.00	125,275.20
2222	JUV INDIGENT DRIVER INTERLOCK	2,629.80	50.00	0.00	2,679.80	0.00	2,679.80
2223	PROBATE/JUVENILE SPECIAL PROJ	334,330.16	2,529.38	0.00	336,859.54	0.00	336,859.54
2224	COMMON PLEAS SPECIAL PROJECTS	177,982.70	4,842.00	7,835.00	174,989.70	150.00	175,139.70
2227	PROBATION SUPERVISION 2951.021	796,533.71	12,913.50	13,927.20	795,520.01	2,358.12	797,878.13
2228	MENTAL HEALTH GRANT	170,148.69	8,770.09	1,270.09	177,648.69	0.00	177,648.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	3,413,735.91	41,819.42	469,458.30	2,986,097.03	0.00	2,986,097.03
2231	CO LODGING ADD'L 1%	126,978.90	87,803.74	126,978.90	87,803.74	0.00	87,803.74

# Financial Statement for 2023 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	380,936.65	393,107.05	380,936.65	393,107.05	0.00	393,107.05
2233	DOMESTIC SHELTER	4,190.00	3,050.00	0.00	7,240.00	0.00	7,240.00
2237	REAL ESTATE ASSESSMENT	5,407,996.58	0.00	54,606.31	5,353,390.27	0.00	5,353,390.27
2238	WORKFORCE INVESTMENT BOARD	121,565.35	167,646.25	225,493.12	63,718.48	150,185.68	213,904.16
2243	JUVENILE GRANTS	338,418.41	1,065.00	2,257.50	337,225.91	0.00	337,225.91
2245	CRIME VICTIM GRANT FUND	21,654.63	2,808.23	3,589.99	20,872.87	0.00	20,872.87
2246	JUVENILE INDIGENT DRIVER ALCOH	21,445.20	39.15	0.00	21,484.35	0.00	21,484.35
2247	FELONY DELINQUENT CARE/CUSTODY	1,197,852.64	0.00	117,397.65	1,080,454.99	6,094.33	1,086,549.32
2248	TAX CERTIFICATE ADMIN FUND	27,900.23	0.00	126.00	27,774.23	0.00	27,774.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	791,707.97	1,040.00	15,104.79	777,643.18	520.00	778,163.18
2250	CERT OF TITLE ADMIN FUND	3,727,070.69	198,807.61	99,155.89	3,826,722.41	2,723.09	3,829,445.50
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	34,277.62	106,558.32	54,799.06	86,036.88	0.00	86,036.88
2255	MUNICIPAL VICTIM WITNESS FUND	105,170.26	0.00	6,632.36	98,537.90	0.00	98,537.90
2256	WARREN COUNTY SOLID WASTE DIST	1,122,982.82	12,135.18	15,197.77	1,119,920.23	2,847.21	1,122,767.44
2257	OHIO PEACE OFFICER TRAINING	115,304.32	0.00	0.00	115,304.32	0.00	115,304.32
2258	WORKFORCE INVESTMENT ACT FUND	128,673.45	15,172.78	31,255.58	112,590.65	139.98	112,730.63
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	155.51	155.51	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	849,005.72	35,454.25	17,081.65	867,378.32	160.00	867,538.32
2263	CHILD SUPPORT ENFORCEMENT	1,776,620.58	316,912.33	219,405.17	1,874,127.74	589.68	1,874,717.42
2264	EMERGENCY MANAGEMENT AGENCY	326,772.39	35,617.14	20,753.46	341,636.07	544.20	342,180.27
2265	COMMUNITY DEVELOPMENT	607,403.07	0.00	7,685.18	599,717.89	0.00	599,717.89
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

# Financial Statement for 2023 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	275,894.70	1,560.00	0.00	277,454.70	0.00	277,454.70
2269	INDIGENT DRIVER ALCOHOL TREATM	785,771.87	5,670.39	0.00	791,442.26	0.00	791,442.26
2270	JUVENILE TREATMENT CENTER	483,115.08	11,238.84	109,964.27	384,389.65	0.00	384,389.65
2271	DTAC-PROSECUTOR ORC 321.261	344,558.83	0.00	15,530.94	329,027.89	0.00	329,027.89
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	10,593,135.09	524,554.51	793,818.49	10,323,871.11	166,878.33	10,490,749.44
2274	COUNTY COURT COMPUTR 1907.261A	83,623.47	963.00	34.01	84,552.46	0.00	84,552.46
2275	COUNTY CRT CLK COMP 1907.261B	171,150.18	2,993.00	0.00	174,143.18	0.00	174,143.18
2276	PROBATE COMPUTER 2101.162	102,838.63	561.00	0.00	103,399.63	0.00	103,399.63
2277	PROBATE CLERK COMPUTR 2101.162	290,581.01	1,870.00	0.00	292,451.01	0.00	292,451.01
2278	JUVENILE CLK COMPUTR 2151.541	53,520.91	899.38	0.00	54,420.29	0.00	54,420.29
2279	JUVENILE COMPUTER 2151.541	49,509.47	267.04	0.00	49,776.51	0.00	49,776.51
2280	COMMON PLEAS COMPUTER 2303.201	91,116.74	252.00	3,614.50	87,754.24	0.00	87,754.24
2281	DOMESTIC REL COMPUTER 2301.031	8,619.15	1,224.00	0.00	9,843.15	0.00	9,843.15
2282	CLERK COURTS COMPUTER 2303.201	177,363.52	9,861.00	68,587.30	118,637.22	0.00	118,637.22
2283	COUNTY CT SPEC PROJ 1907.24B1	2,123,861.63	20,941.21	3,599.06	2,141,203.78	475.00	2,141,678.78
2284	COGNITIVE INTERVENTION PROGRAM	422,646.70	4,336.70	512.25	426,471.15	0.00	426,471.15
2285	CONCEALED HANDGUN LICENSE	800,142.73	6,945.00	5,494.11	801,593.62	0.00	801,593.62
2286	SHERIFF-DRUG LAW ENFORCEMENT	3,225.10	0.00	329.37	2,895.73	604.94	3,500.67
2287	SHERIFF-LAW ENFORCEMENT TRUST	303,621.98	0.00	2,132.13	301,489.85	0.00	301,489.85
2288	COMM BASED CORRECTIONS DONATIO	9,451.42	0.00	0.00	9,451.42	0.00	9,451.42
2289	COMMUNITY BASED CORRECTIONS	161,562.00	70,000.00	16,730.54	214,831.46	1,800.00	216,631.46
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	3,912.00	0.00	0.00	3,912.00	0.00	3,912.00

# Financial Statement for 2023 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	18,887.00	9,443.50	0.00	28,330.50	0.00	28,330.50
2295	TACTICAL RESPONSE UNIT	33,907.56	0.00	1,400.00	32,507.56	0.00	32,507.56
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	141,358.83	314.00	0.00	141,672.83	0.00	141,672.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,667,808.22	5,203.82	174,929.15	1,498,082.89	156,057.56	1,654,140.45
3327	BOND RETIREMENT SPECIAL ASSMT	108,071.33	0.00	0.00	108,071.33	0.00	108,071.33
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,237,317.08	0.00	0.00	3,237,317.08	0.00	3,237,317.08
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	1,296,581.95	627,821.40	654,691.92	1,269,711.43	0.00	1,269,711.43
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	19,610,619.00	0.00	0.00	19,610,619.00	0.00	19,610,619.00
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	24,015.88	24,015.88	0.00	0.00	0.00

# Financial Statement for 2023 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	587,798.43	225,101.05	23,868.08	789,031.40	0.00	789,031.40
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,306,683.35	0.00	74,560.91	5,232,122.44	27,000.00	5,259,122.44
4479	AIRPORT CONSTRUCTION	874,312.20	0.00	10,277.30	864,034.90	0.00	864,034.90
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	735,432.32	0.00	140.00	735,292.32	0.00	735,292.32
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,722,221.34	0.00	32,783.00	3,689,438.34	0.00	3,689,438.34
4493	REDEVELOPMENT TAX EQUIV FUND	379,522.10	0.00	0.00	379,522.10	0.00	379,522.10
4494	COURTS BUILDING	9,054,351.20	0.00	4,188.96	9,050,162.24	0.00	9,050,162.24
4495	JAIL CONSTRUCTION SALES TAX	2,080,898.25	0.00	84,160.24	1,996,738.01	0.00	1,996,738.01
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	26,377,172.12	2,006,653.04	1,448,495.70	26,935,329.46	258,610.75	27,193,940.21
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,688,223.62	5,179.80	633,862.63	2,059,540.79	0.00	2,059,540.79
5580	SEWER REVENUE	29,954,684.70	1,553,031.73	982,080.98	30,525,635.45	333,250.43	30,858,885.88
5581	SEWER IMPROV-WC VOCATIONAL SCH	293,807.42	0.00	0.00	293,807.42	0.00	293,807.42

# Financial Statement for 2023 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5583	WATER CONST PROJECTS	2,833,060.21	5,458.88	156,078.34	2,682,440.75	22,027.46	2,704,468.21
5590	STORM WATER TIER 1	330,054.73	0.00	122,866.21	207,188.52	4,995.00	212,183.52
6619	VEHICLE MAINTENANCE ROTARY	69,829.24	71,232.55	66,343.10	74,718.69	31,376.47	106,095.16
6630	SHERIFF'S POLICING REVOLV FUND	1,452,083.74	0.00	401,770.49	1,050,313.25	0.00	1,050,313.25
6631	COMMUNICATIONS ROTARY	305,165.50	2,438.99	19,646.40	287,958.09	16,903.92	304,862.01
6632	HEALTH INSURANCE	1,881,148.01	912,888.80	1,169,443.66	1,624,593.15	1,200.00	1,625,793.15
6636	WORKERS COMP SELF INSURANCE	1,820,678.09	0.00	65,721.55	1,754,956.54	8,563.06	1,763,519.60
6637	PROPERTY & CASUALTY INSURANCE	275,431.81	0.00	8,212.63	267,219.18	0.00	267,219.18
6650	GASOLINE ROTARY	132,953.80	86,518.26	59,024.53	160,447.53	0.00	160,447.53
7707	P.E.R.S. ROTARY	2,637.72	0.00	0.00	2,637.72	0.00	2,637.72
7708	TOWNSHIP FUND	0.00	2,042,199.30	2,042,199.30	0.00	0.00	0.00
7709	CORPORATION FUND	2,720.80	2,186,817.26	2,187,439.05	2,099.01	0.00	2,099.01
7713	WATER-SEWER ROTARY FUND	233,059.01	4,147,833.53	3,666,837.56	714,054.98	2,354.53	716,409.51
7714	PAYROLL ROTARY	288,230.52	3,632,112.40	3,598,208.08	322,134.84	795,538.54	1,117,673.38
7715	NON PARTICIPANT ROTARY	15,386.16	2,316.96	772.32	16,930.80	7,337.04	24,267.84
7716	SCHOOL	0.00	36,030,000.00	36,030,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	130,090,969.27	10,228,010.95	41,988,828.11	98,330,152.11	654,020.93	98,984,173.04
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	50,948.09	2,840.60	0.00	53,788.69	0.00	53,788.69
7720	LOCAL GOVERNMENT FUND	0.00	387,589.26	387,589.26	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	862.28	125.00	511.36	475.92	0.00	475.92
7723	GASOLINE TAX	0.00	554,175.04	554,175.04	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	306,867.93	4,550.00	0.00	311,417.93	0.00	311,417.93
7725	UNDIVIDED WIRELESS 911 GOV ASS	23,545.57	41,410.26	23,545.57	41,410.26	0.00	41,410.26
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,062,896.79	1,062,896.79	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2023 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7728	TREASURER TAX REFUNDS	172,043.50	31,843.93	77,469.32	126,418.11	61,077.64	187,495.75
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	250,249.05	0.00	0.00	250,249.05	0.00	250,249.05
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	16,381.95	10,531.50	11,473.19	15,440.26	0.00	15,440.26
7742	LIBRARIES	0.00	445,229.22	445,229.22	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,071.07	1,797.74	2,050.85	1,817.96	0.00	1,817.96
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	5,012.48	1,139,976.72	1,074,566.77	70,422.43	0.00	70,422.43
7754	OHIO ELECTIONS COMMISSION FUND	0.00	990.00	990.00	0.00	990.00	990.00
7756	SEWER ROTARY	45,419.00	4,496.00	0.00	49,915.00	0.00	49,915.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	268,634.99	268,634.99	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	30,782.58	1,899.40	1,889.00	30,792.98	0.00	30,792.98
7766	ESCROW ROTARY	857,243.01	0.00	181,115.82	676,127.19	0.00	676,127.19
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	9,345.50	3,581.44	0.00	12,926.94	0.00	12,926.94
7769	BANKRUPTCY POST PETITION CONDU	16,514.71	1,280.62	0.00	17,795.33	0.00	17,795.33
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	12,997.62	17,080.50	12,278.00	17,800.12	46.00	17,846.12

# Financial Statement for 2023 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7776	UNDIVIDED EVIDENCE SHERIFF	42,119.34	0.00	630.11	41,489.23	441.50	41,930.73
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	512,605.81	515,586.80	516,700.00	511,492.61	64,626.86	576,119.47
7779	UNDIVIDED DRUG TASK FORCE SEIZ	164,163.00	0.00	16,510.52	147,652.48	12,484.40	160,136.88
7781	REFUNDABLE DEPOSITS	404,211.76	10,950.97	12,867.36	402,295.37	3,518.59	405,813.96
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	79,188.80	86,924.50	0.00	166,113.30	0.00	166,113.30
7795	UNDIVIDED INDIGENT FEES	0.00	2,555.13	2,555.13	0.00	511.03	511.03
7796	MASON MUN ORD VIOLATION INDIGE	11,567.82	0.00	536.25	11,031.57	60.00	11,091.57
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	17,688.78	17,688.78	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	705,563.65	63,333.07	115.92	768,780.80	0.00	768,780.80
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,076,070.67	143,792.13	646,560.61	8,573,302.19	9,063.27	8,582,365.46
9912	FOOD SERVICE	239,462.25	8,858.00	33,098.58	215,221.67	952.00	216,173.67
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	195,560.67	27,778.00	2,721.00	220,617.67	4,491.00	225,108.67
9925	SOIL & WATER CONSERVATION DIST	712,398.10	216,124.21	91,107.34	837,414.97	704.16	838,119.13
9928	REGIONAL PLANNING	490,879.23	1,437.00	35,240.82	457,075.41	85.80	457,161.21
9938	WARREN COUNTY PARK DISTRICT	1,393,815.62	93,160.93	63,533.08	1,423,443.47	4,294.29	1,427,737.76



# Financial Statement for 2023 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9944	ARMCO PARK	308,107.50	179,306.69	137,160.20	350,253.99	10,303.21	360,557.20
9953	WATER SYSTEM FUND	41,721.12	1,108.00	955.20	41,873.92	844.00	42,717.92
9954	MENTAL HEALTH RECOVERY BOARD	14,832,287.77	1,497,442.14	1,183,468.62	15,146,261.29	275,101.01	15,421,362.30
9961	HEALTH GRANT FUND	918,415.94	105,785.09	76,830.66	947,370.37	0.00	947,370.37
9963	CAMPGROUNDS	2,281.10	0.00	0.00	2,281.10	0.00	2,281.10
9976	HEALTH - SWIMMING POOL FUND	190,377.00	0.00	13,692.78	176,684.22	1,155.00	177,839.22
9977	DRUG TASK FORCE COG	987,103.85	4,631.63	10,927.56	980,807.92	76.89	980,884.81
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		489,102,462.99	82,588,268.71	117,375,690.48	454,315,041.22	4,738,994.60	459,054,035.82

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for August, 2023 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

# Resolution

Number 23-1169

Adopted Date September 12, 2023

## APPROVE VARIOUS RECORD PLATS

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


- Bowman's First Subdivision Replat – Deerfield Township

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 23-1170

Adopted Date September 12, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO RECORDS CENTER FUND #11011500

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Records Center Fund #11011500 in order to process a vacation leave for Edward Hitchens former employee of Records Center:

\$3,532.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011500-5882	(Records Center - Vacation Leave Payout)

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Records Center (file)  
OMB

# Resolution

Number 23-1171

Adopted Date September 12, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #1101223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #1101223 in order to process a vacation leave for Adriene Justice former employee of Common Pleas Court:

\$915.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#1101223-5882	(Common Pleas Court - Vacation Leave Payout)

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 23-1172

Adopted Date September 12, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT FUND #11011283

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into County Court Fund #11011283 in order to process a vacation leave for Molli Webb former employee of Count Court:

\$66.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011283-5882	(County Court - Vacation Leave Payout)

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
County Court (file)  
OMB

# Resolution

Number 23-1173

Adopted Date September 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND  
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$419.98      from #11011280-5910      (Other Expense)  
                 into #11011280-5317      (Non-Capital Purchases)

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
County Court (file)

# Resolution

Number 23-1174

Adopted Date September 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND  
#11012200

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County  
Sheriff's Office Fund #1101:

\$31,493.39	from	11012200-5102	(Sheriff Regular Salaries)
	into	11012200-5910	(Other Expense)

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff's Office (file)

# Resolution

Number 23-1175

Adopted Date September 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

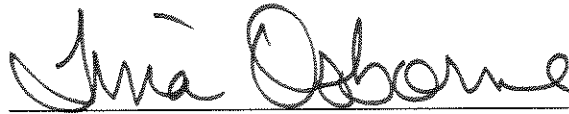
\$795.00	from	#44923814-5400	(Purchased Services)
	into	#44923814-5370	(Software Non-Data Bd.)

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)



# Resolution

Number 23-1176

Adopted Date September 12, 2023

## APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
FAC	A W CARDINAL INC	FAC TREE REMOVAL	\$ 6,000.00
AUD	EAGLEVIEW	GIS FLIGHT	\$ 103,339.07

**PO CHANGE ORDER**

ENG	EAGLE BRIDGE CO	KING AVENUE BRIDGE PROJECT	\$ 94,490.10 DECREASE
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9/12/2023 APPROVED:



Tiffany Zindel, County Administrator

# Resolution

Number 23-1177

Adopted Date September 12, 2023

ACCEPT TENTATIVE AGREEMENT REGARDING THE NEGOTIATIONS BETWEEN THE WARREN COUNTY ENGINEER AND THE WARREN COUNTY HIGHWAY EMPLOYEE ASSOCIATION/AFSCME

WHEREAS, representatives of the Warren County Engineer and the Warren County Highway Employees Association/AFSCME have been negotiating to reach agreement relative to a new Agreement for the County Engineer employees in the bargaining unit; and

WHEREAS, the representatives from the Warren County Engineer's Office and the Warren County Highway Employee Association/AFSCME have reached a tentative agreement; and


NOW THEREFORE BE IT RESOLVED, to accept the tentative agreement and approve and authorize the County Administrator to sign the approved union agreement; copy attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/ba

cc: C/A— Warren County Highway Employees Association  
Engineer (file)  
Clemans Nelson (Ryan Woodward)  
Martin Russell

# Resolution

Number 23-1178

Adopted Date September 12, 2023

## CONTINUE ADMINISTRATIVE HEARING TO CONSIDER SITE PLAN REVIEW APPLICATION OF N & G TAKHAR OIL LLC IN TURTLECREEK TOWNSHIP


BE IT RESOLVED, to continue the administrative hearing to consider the site plan review application of N & G Takhar Oil LLC in Turtlecreek Township; said administrative hearing to be continued to Thursday, October 12, 2023, at 5:00 p.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 23-1179

Adopted Date September 12, 2023

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$25,000,000 COUNTY OF WARREN, OHIO HOSPITAL FACILITIES IMPROVEMENT REVENUE BONDS, SERIES 2023A (COMMUNITY FIRST SOLUTIONS OBLIGATED GROUP 2023A PROJECT); AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF LEASE, A SUBLEASE, A BOND PURCHASE AGREEMENT, AND A TAX EXEMPTION AGREEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2023A BONDS; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2023A BONDS.

WHEREAS, the County of Warren, Ohio (the "County"), a county and political subdivision in and of the State of Ohio (the "State"), is authorized and empowered by virtue of the laws of the State, including without limitation, Chapter 140 of the Ohio Revised Code (the "Act"), to, among other things: (i) acquire, construct, improve and equip "hospital facilities", as defined in the Act ("Hospital Facilities"), and to acquire by lease real estate within the boundaries of the County and interests therein, including without limitation, improvements situated thereon comprising such Hospital Facilities; (ii) enter into a lease agreement to provide for the lease of Hospital Facilities to a "nonprofit hospital agency", as defined in the Act; (iii) issue its revenue bonds for the purpose of financing the costs of Hospital Facilities, and to secure those revenue bonds by a bond purchase agreement and by the pledge and assignment of the rent paid under the lease agreement and the funds created under the bond purchase agreement; (iv) enact this Resolution; and (v) enter into the Lease, the Sublease, the Bond Purchase Agreement, and the Tax Exemption Agreement, all as hereinafter defined, and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and therein; and

WHEREAS, Community First Solutions (the "Corporation"), an Ohio non-profit corporation, a "nonprofit hospital agency" as defined in the Act and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and Colonial Senior Services, Inc., an Ohio non-profit corporation, a "nonprofit hospital agency" as defined in the Act and an organization described in Section 501(c)(3) of the Code ("Colonial"), as part of an obligated group consisting of the Corporation, Colonial, LifeSpan Incorporated, an Ohio non-profit corporation ("LifeSpan"), Community Behavioral Health, Inc., an Ohio non-profit corporation ("Community Behavioral Health"), Partners in Prime, an Ohio non-profit corporation ("Partners in Prime"), Community Behavioral Health Properties, LLC, an Ohio non-profit limited liability company ("Community Behavioral Health Properties"), and LifeSpan Services, LLC, an Ohio non-profit limited liability company ("LifeSpan Services," and together with the Corporation, Colonial, LifeSpan, Community Behavioral Health, Partners in Prime, and Community Behavioral Health Properties, the "Obligated Group"), desire to finance a project (collectively, the "Project") consisting of (i) financing, refinancing, or reimbursing costs of acquiring, constructing, improving, renovating and/or furnishing an existing 101-unit assisted living and assisted living memory care community including the approximately 8.94 acre parcel site, located at 5373 Merten Drive, Mason, Ohio 45040, and property contiguous and/or adjacent thereto (collectively, the "Facility"), (ii) funding capitalized interest; (iii) financing the costs of

routine capital expenditures of Colonial and/or the Corporation; and (iv) paying certain costs of issuance of the Series 2023A Bonds (as hereinafter defined); and

WHEREAS, based upon representations of the Corporation and Colonial, the initial legal owner or principal user of the Facility are or will be the Corporation and/or Colonial; and

WHEREAS, the Corporation and Colonial are requesting the assistance of the County in financing the Project; and

WHEREAS, this Board of County Commissioners (the "Board") has heretofore adopted a resolution as an affirmative official action that constituted an "official intent" with respect to the Series 2023A Bonds to finance the costs of the Project, within the meaning of Treasury Regulation §1.150-2; and

WHEREAS, this Board has determined to authorize the issuance of Hospital Facilities Improvement Revenue Bonds, Series 2023A (Community First Solutions Obligated Group 2023A Project) of the County (the "Series 2023A Bonds"), for the purposes set forth above; and

WHEREAS, this Board has determined, based upon representations of the Corporation and Colonial, that the acquisition, construction, improving, and equipping of the Project will be in the best interests of the County and will provide Hospital Facilities at the lowest possible cost to service the residents of the County, which Hospital Facilities are and will be available for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, this Board is authorized by the authority contained in the Act to issue its Series 2023A Bonds for the aforesaid purposes; and

WHEREAS, at the request of the Corporation and Colonial, the Series 2023A Bonds shall be sold to Old National Bank (the "Purchaser") in exchange for the payment of the purchase price to Colonial pursuant to the terms of the Bond Purchase Agreement among the Issuer, Colonial, and the Purchaser (the "Bond Purchase Agreement"); and

WHEREAS, the County will acquire a leasehold interest in the Facility pursuant to the terms of the Lease and will sublease the Facility to Colonial pursuant to the terms of the Sublease; and

WHEREAS, the payments required to be made by Colonial under the Sublease (the "Rent Repayments") in respect of debt charges payable on the Series 2023A Bonds will be secured under the Master Trust Indenture (as amended or supplemented from time to time, the "Master Indenture") between the Obligated Group and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as master trustee (in such capacity, the "Master Trustee"), including the security given under the Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing between Colonial and the Master Trustee providing a mortgage lien on some or all of the Project and a Supplemental Master Trust Indenture between the Obligated Group and the Master Trustee, providing for the issuance and delivery to the County of a promissory note (an "Obligation") secured by the Master Indenture and for the payment of

which the members of the Obligated Group are jointly and severally liable (the "Series 2023A Obligation"), which will be assigned to the Purchaser, to secure the payment of debt service on the Series 2023A Bonds; and

WHEREAS, in connection with the plan of finance, this Board desires to authorize the Lease, the Sublease, the Bond Purchase Agreement, the Tax Exemption Agreement, and such other documents that are necessary to provide for the issuance of the Series 2023A Bonds and the acquisition, construction and equipping of the Project (collectively, the "Series 2023A Bond Documents"); and

WHEREAS, pursuant to Section 147(f) of the Code, a public hearing was held by the County in connection with the issuance of the Series 2023A Bonds on the date hereof after publication of notice therefore, evidence of publication of which has been submitted to this Board, and Section 147(f) of the Code also requires that prior to their issuance, the Series 2023A Bonds must be approved by the "applicable elected representative" as defined therein, which in this issuance is this Board;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Warren, Ohio:

SECTION 1. That for the purpose of better providing for the health and welfare of the people of the State by enhancing the availability, efficiency and economy of Hospital Facilities and facilitating the financing of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, acting on behalf of the County, hereby determines that revenue bonds shall be issued pursuant to Section 140.06 of the Act for the purposes set forth in the preambles hereto. Such bonds shall be designated "County of Warren, Ohio Hospital Facilities Improvement Revenue Bonds, Series 2023A (Community First Solutions Obligated Group 2023A Project)" or such other designation or with such further designations as shall be set forth in the Bond Purchase Agreement or in the Series 2023A Bonds or as otherwise necessary or appropriate to distinguish the respective series of the Series 2023A Bonds. It is currently contemplated that the Series 2023A Bonds will be comprised of a single series of tax-exempt bonds.

SECTION 2. That the Series 2023A Bonds shall be issued in the forms and denominations, shall be numbered, dated and payable as provided in the Bond Purchase Agreement and the other Series 2023A Bond Documents. The Series 2023A Bonds shall be issued in an aggregate maximum principal amount not to exceed \$25,000,000, shall mature as provided in the Bond Purchase Agreement, which shall not be later than forty (40) years from their issue date, and have such terms, bear such interest at a variable rate of interest, provided that any variable rate of interest shall not exceed 25% per year (except as may be required under any credit, liquidity or similar agreement or instrument when any Series 2023A Bonds are held by or pledged to a provider of such an agreement or instrument), and be subject to mandatory and optional redemption and tender as provided in the Bond Purchase Agreement, and the first interest payment date shall be not later than one year from its issuance date.

The Series 2023A Bonds shall be executed on behalf of the County by the manual or facsimile signatures of at least two members of this Board. In case any officer whose signature or a facsimile thereof shall appear on the Series 2023A Bonds shall cease to be such officer after the issuance or delivery of the Series 2023A Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until after that time.

The forms of the Series 2023A Bonds set forth in the Bond Purchase Agreement, subject to appropriate insertions and revisions in order to comply with the provisions of the Bond Purchase Agreement, are hereby approved, and when the same shall be executed on behalf of the County by at least two members of this Board in the manner contemplated hereby and by the Bond Purchase Agreement, shall represent the approved forms of Series 2023A Bonds of the County.

SECTION 3. That the Series 2023A Bonds shall be purchased at the purchase price set forth, and on the terms and conditions described, in the Bond Purchase Agreement. At least two members of this Board are hereby separately authorized and directed to make on behalf of the County the necessary arrangements to establish the date, location, procedure and conditions for the delivery of the Series 2023A Bonds to the Purchaser, and to take all steps necessary to effect due execution and delivery to the Purchaser under the terms of this Resolution, the Bond Purchase Agreement, and all documents and certificates authorized herein. It is hereby determined that the price for and the terms of the Series 2023A Bonds, and the sale thereof, all as provided in the aforesaid documents, are in the best interests of the County.

SECTION 4. That this Board hereby determines that the leasing of the Facility from Colonial and the subleasing of the Facility to Colonial, which Facility shall be operated by Colonial or the Corporation as set forth above, shall provide health care to the general public without discrimination by reason of race, creed, color or national origin is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the County and the State by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby.

SECTION 5. That at least two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the County an Agreement of Lease (the "Lease") with Colonial, whereby the County shall acquire a leasehold interest in the Facility. The Lease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Lease as aforesaid. It is hereby determined that such Lease will promote the public purpose stated in Section 140.02 of the Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 6. That at least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the County a Sublease (the "Sublease") with Colonial. The Sublease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Sublease as aforesaid. It



is hereby determined that such Sublease will promote the public purpose stated in Section 140.02 of the Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 7. That any one or more member of this Board be and is hereby authorized and directed to execute and deliver on behalf of the County the Bond Purchase Agreement providing for the sale of the Series 2023A Bonds substantially in the form heretofore presented to this Board, so long as the terms of purchase contained therein are within the guidelines established in this Resolution. Such Bond Purchase Agreement shall set forth the principal amount, maturities and interest rate or rates on the Series 2023A Bonds, and the execution and delivery of the Bond Purchase Agreement by such member or members of this Board shall be conclusive evidence of the authorization by this Board of such principal amount, maturities and interest rate or rates on the Series 2023A Bonds.

SECTION 8. That this Board, for and on behalf of the County, hereby covenants that it will restrict the use of the proceeds of the Series 2023A Bonds bearing interest which is excludible from the gross income of the holders thereof for federal income tax purposes, in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations of the County at the time such Series 2023A Bonds are issued so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the regulations prescribed thereunder. Any two members of this Board or any other officer of the County having responsibility with respect to the issuance of said Series 2023A Bonds is authorized and directed to give an appropriate certificate and/or other tax regulatory agreement on behalf of the County, on the date of delivery of said Series 2023A Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder (the "Tax Exemption Agreement").

SECTION 9. That the forms of the Lease, the Sublease, and the Bond Purchase Agreement on file with this Board, are hereby approved, with such changes therein not inconsistent with this Resolution and not substantially adverse to the County, as may be permitted by the Act and approved by the officer or officers executing the same on behalf of the County. The approval of such changes by such members or officers, and that such are not substantially adverse to the County, shall be conclusively evidenced by the execution of such Lease, Sublease, Bond Purchase Agreement, Tax Exemption Agreement, and other documents and assignments by any member of this Board or other authorized officer of this County.

Each member of this Board and any other authorized officer of this County is hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2023A Bonds and the Bond Purchase Agreement to the end that full and complete performance of all of the terms, covenants and agreements of the Series 2023A Bonds and Bond Purchase Agreement shall be effected, including taking all actions necessary to complete the sale of the Series 2023A Bonds under the "Blue Sky" laws of any jurisdiction; provided that the County shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

Any one or more member of this Board or any other authorized officer of this County is also hereby separately authorized to take any and all actions and to execute and/or file such financing statements, assignments, certificates, IRS Forms 8038, and other instruments that may be necessary or appropriate in the opinion of Dinsmore & Shohl LLP, as Bond Counsel, in order to effect the issuance of the Series 2023A Bonds and the intent of this Resolution. Any one or more member of this Board, the Clerk of this Board, or any other appropriate officer or officers of the County, each are separately authorized to certify a true transcript of all proceedings had with respect to the issuance of the Series 2023A Bonds, along with such information from the records of the County as is necessary to determine the regularity and validity of the issuance of the Series 2023A Bonds.

SECTION 10. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, in any Series 2023A Bond, or in the Lease, the Sublease, the Bond Purchase Agreement, the Tax Exemption Agreement, or other document authorized hereby, or under any judgment obtained against the County or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the Lease or the Sublease, shall be had against any member of this Board, or officer, official or employee, as such, past, present, or future, of the County, either directly or through the County, or otherwise, for the payment for or to the County or any receiver thereof, or for or to any holder of any Series 2023A Bond, or otherwise, of any sum that may be due and unpaid by the County upon any of the Series 2023A Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member or officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the County or any receiver thereof, or for or to the owner or any holder of any Series 2023A Bond, or otherwise, of any sum that may remain due and unpaid upon any Series 2023A Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Lease, the Sublease, the Bond Purchase Agreement, the Tax Exemption Agreement, and the issuance of the Series 2023A Bonds.

SECTION 11. That in addition to other covenants of the County in this Resolution, the County further covenants and agrees as follows:

(i) The County will, solely from the sources herein or in the Bond Purchase Agreement and the Series 2023A Bond Documents provided, pay or cause to be paid the principal of, premium, if any, and interest on each and all Series 2023A Bonds on the dates, at the places and in the manner provided herein, in the Bond Purchase Agreement and the Series 2023A Bonds.

(ii) The County will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Series 2023A Bonds, the Lease, the Sublease, the Tax Exemption Agreement, the Bond Purchase Agreement and in all proceedings of the County pertaining to the Series 2023A Bonds. This Board warrants and covenants on behalf of the County that it is, and upon delivery of the Series 2023A Bonds will be, duly authorized by the laws of the State of Ohio, including particularly and without limitation the Act, to issue the Series 2023A Bonds and to execute the Lease, the Sublease, the Tax Exemption Agreement, the Bond Purchase Agreement, and all other documents to be executed by it, to provide for the security

for payment of the principal of, premium, if any, and interest on the Series 2023A Bonds in the manner and to the extent herein and in the Bond Purchase Agreement and the Series 2023A Bond Documents set forth; that all actions on its part for the issuance of the Series 2023A Bonds and execution and delivery of the Lease, the Sublease, the Bond Purchase Agreement, the Tax Exemption Agreement, and all other documents to be executed by it in connection with the issuance of the Series 2023A Bonds, have been or will be duly and effectively taken; and that the Series 2023A Bonds will be valid and enforceable special obligations of the County according to the terms thereof. Each provision of this Resolution, the Bond Purchase Agreement, the Lease, the Sublease, the Tax Exemption Agreement, and each Series 2023A Bond, and all other documents to be executed by the County in connection with the issuance of the Series 2023A Bonds, is binding upon each member of this Board and each officer of the County as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of this Board and the County and of its officers and employees undertaken pursuant to such proceedings for the Series 2023A Bonds is established as a duty of the County and of each such officer and employee having authority to perform such duty.

SECTION 12. That, as provided herein and in the Bond Purchase Agreement, the Series 2023A Bonds shall be: (i) payable solely from the Rent Repayments, the pledged funds under the Bond Purchase Agreement, and from any amounts payable under the Series 2023A Obligation, and (ii) secured by (a) an absolute and irrevocable assignment of and first lien on and security interest in the Rent Repayments and the pledged funds under the Bond Purchase Agreement, and (b) the Series 2023A Obligation. Nothing in this Resolution, the Series 2023A Bonds or the Bond Purchase Agreement shall constitute a general obligation, debt or bonded indebtedness of the County or a pledge of the County's faith and credit, and further, nothing therein gives the holders of Series 2023A Bonds, and they do not have, the right to have excises or taxes levied by the County, or by the State of Ohio or the taxing authority of any other political subdivision, for the payment of debt service on the Series 2023A Bonds, but such Series 2023A Bonds are payable solely from the Rent Repayments, the pledged funds under the Bond Purchase Agreement and the Series 2023A Obligation as provided herein, and each Series 2023A Bond shall contain on the face thereof a statement to that effect.

SECTION 13. That the appropriate officers of the County, including any one or more members of this Board, be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and sale of the Series 2023A Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to ensure compliance of the Series 2023A Bonds with the Code and including conveyances of title to real and personal property. Such documents including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of the County.

SECTION 14. That this Board, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Code, hereby approves the issuance of the Series 2023A Bonds in the maximum principal amount of \$25,000,000. Based on representations of the Corporation and Colonial to this Board, the proceeds of the Series 2023A Bonds will be used for

the purposes of financing the Project consisting of (i) financing, refinancing, or reimbursing costs of acquiring, constructing, improving, renovating and/or furnishing an existing 101-unit assisted living and assisted living memory care community including the approximately 8.94 acre parcel site, located at 5373 Merten Drive, Mason, Ohio 45040, and property contiguous and/or adjacent thereto, (ii) funding capitalized interest; (iii) financing the costs of routine capital expenditures of Colonial and/or the Corporation; and (iv) paying certain costs of issuance of the Series 2023A Bonds. The expected initial legal owners or principal users of the Project are or will be the Corporation and/or Colonial.

SECTION 15. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

SECTION 16. That all resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 17. That all defined terms used in this Resolution and not otherwise defined herein shall have the respective meanings given to them in the Bond Purchase Agreement or the Sublease, the forms of which are on file with this Board.

SECTION 18. That this Resolution shall be effective from and after its adoption.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Josh Grossman – Dinsmore  
Bond file

RESOLUTION #23-1179  
SEPTEMBER 12, 2023  
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CERTIFICATE

The undersigned, Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution adopted by said Board on September 12, 2023, together with an extract from the minutes of the meeting at which adopted to the extent pertinent thereto.

A handwritten signature in black ink, appearing to read "Tina Osborne". The signature is written in a cursive style with a large, prominent "O" in the middle.

Clerk, Board of County Commissioners  
County of Warren, Ohio

# Resolution

Number 23-1180

Adopted Date September 12, 2023

BEGIN THURSDAY, SEPTEMBER 14, 2023, COMMISSIONERS' MEETING AT 4:00 P.M.

BE IT RESOLVED, to begin the Thursday, September 14, 2023, Commissioners' meeting at 4:00 p.m. in the Commissioners' Meeting Room.

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

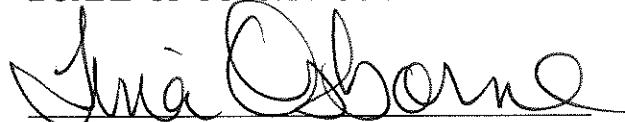
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 12<sup>th</sup> day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Commissioners file  
All Departments  
Press