

Resolution

Number 21-1245

Adopted Date September 14, 2021

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Service Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 13, 2021.

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

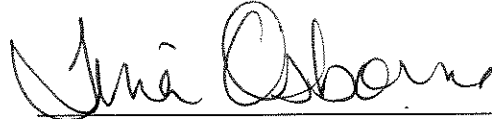
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 21-1246

Adopted Date September 14, 2021

APPROVE LEAVE DONATION FOR EMALEE WILLIAMS, CUSTODIAL WORKER I, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, the director of Facilities Management has indicated that Mrs. Williams has requested leave donation due to a serious health condition, and the director is requesting leave donation be approved for Mrs. Williams; and

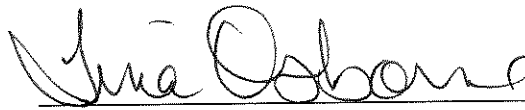
NOW THEREFORE BE IT RESOLVED, to approve leave donation for Emalee Williams, Custodial Worker I, within the Warren County Facilities Management, effective when all of Mrs. Williams's paid leave is exhausted.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
E. Williams' Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1247

Adopted Date September 14, 2021

REHIRE RON VANHOOK AS PART-TIME LITTER CONTROL OFFICER WITHIN THE WARREN COUNTY SOLID WASTE DEPARTMENT

WHEREAS, Mr. VanHook retired December 31, 2020 and the director has requested to rehire Mr. VanHook, part-time for 24 hours a week with an occasional Saturday as needed and

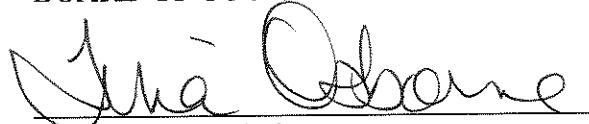
NOW THEREFORE BE IT RESOLVED, to rehire Ron VanHook as part-time Litter Control Officer, within the Warren County Solid Waste Department, part-time, non-exempt, 24 hours per week, pay grade #12, \$18.85 per hour, effective September 28, 2021 subject to a negative drug screen and 365-day probationary period.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Solid Waste (file)
R. VanHook's Personnel file
OMB –Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1248

Adopted Date September 14, 2021

HIRE KATIE TAYLOR AS CLERICAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

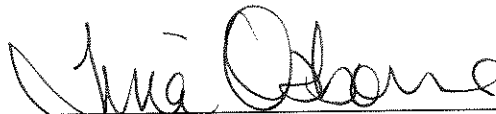
BE IT RESOLVED, to hire Katie Taylor as Clerical Specialist I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, (40 hours per week), Pay grade #1, \$13.30 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective September 20, 2021 subject to a negative background check, drug screen and 365-day probationary period.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-1249

Adopted Date September 14, 2021

APPROVE THE TRANSFER OF DEVIN DAWSON TO THE POSITION OF WATER DISTRIBUTION WORKER II WITHIN THE WATER AND SEWER DEPARTMENT FROM SERVICE WORKER II WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, Mr. Dawson interviewed for the Water Distribution Worker II position within the Water and Sewer Department; and

WHEREAS, the Sanitary Engineer has requested Mr. Dawson be transferred to Water Distribution Worker II, effective September 27, 2021; and


NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer Devin Dawson from Service Worker II within the Facilities Management Department to Water Distribution Worker II within the Water and Sewer Department, Pay Range #15, at a pay rate of \$20.00 per hour, effective September 27, 2021 subject to a 180 day probationary period.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR:

cc: Water/Sewer (file)
Facilities Management (file)
D. Dawson's Personnel File
OMB-Sue Spencer
Tammy Whitaker
T. Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1250

Adopted Date September 14, 2021

HIRE NATE ALFREY AS WATER DISTRIBUTION WORKER I, WITHIN THE WATER AND SEWER DEPARTMENT

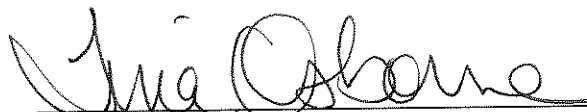
BE IT RESOLVED, to hire Nate Alfrey, as Water Distribution Worker I, within the Water and Sewer Department, full-time, non-exempt, Pay Range 13, at a pay rate of \$15.41 per hour, effective September 27, 2021, subject to negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Water/Sewer (file)
N. Alfrey's Personnel file
OMB-Sue Spencer
T. Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1251

Adopted Date September 14, 2021

HIRE RYAN LIPINSKI AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

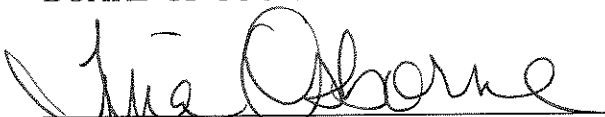
BE IT RESOLVED, to hire Ryan Lipinski as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 11, 2021, at starting rate of, \$18.66 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Emergency Services (file)
R. Lipinski's Personnel file
OMB- Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1252

Adopted Date September 14, 2021

HIRE JORDAN WILLIAMS AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT


BE IT RESOLVED, to hire Jordan Williams as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 11, 2021, at starting rate of, \$18.66 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Emergency Services (file)
J. William's Personnel file
OMB- Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1253

Adopted Date September 14, 2021

**HIRE SETH WHITLOCK AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

BE IT RESOLVED, to hire Seth Whitlock as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 11, 2021, at starting rate of, \$18.66 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
S. Whitlock's Personnel file
OMB- Sue Spencer

Resolution

Number 21-1254

Adopted Date September 14, 2021

REJECT BID FOR THE RE-SALE OF VARIOUS SCRAP METAL FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, on August 12, 2021, at 10:30 a.m., a bid opening was held for the Re-Sale of Various Scrap Metal for the Water and Sewer Department; and

WHEREAS, one bid was received for said project and Michael Zeiher, Business Manager, determined that the bid submitted is unacceptable due to the inability of the bidder to provide and keep a dumpster on site for the accumulated scrap metal resulting in a facility fee to the County; and

NOW THEREFORE BE IT RESOLVED, to reject the bid received for said materials; and

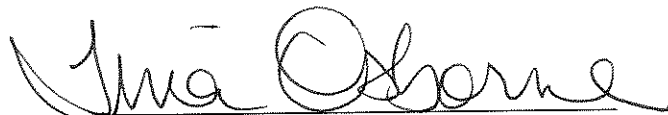
BE IT FURTHER RESOLVED, to continue to use our current provider, David Hirschberg Steel and Recycling, as they are able to provide the service without charging the County a fee.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Water/Sewer (file)
OMB
Bid file

Resolution

Number 21-1255

Adopted Date September 14, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO FILLMORE CONSTRUCTION LLC FOR THE FY2021 CITY OF FRANKLIN- MACKINAW ROAD REPAIR AND STORM SEWER PROJECT

WHEREAS, bids were closed at 9:30 a.m., September 7, 2021, and the bids received were opened and read aloud for the FY2021 City of Franklin- Mackinaw Road Repair and Storm Sewer Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Project Manager, Warren County Office of Grants Administration, Fillmore Construction LLC, has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants Administration, that it is the intent of this Board to award the bid to Fillmore Construction LLC, 11741 State Route 72 Leesburg, Ohio 45135, for a total bid price of \$264,800.00; and

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

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP\

cc: OGA (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1256

Adopted Date September 14, 2021

ENTER INTO CONTRACT WITH W. E. SMITH CONSTRUCTION FOR THE LOWER SPRINGBORO ROAD AND NEW BURLINGTON ROAD DRILLED PIER WALL PROJECT

WHEREAS, pursuant to Resolution #21-1144, adopted August 24, 2021, this Board approved a Notice of Intent to Award Bid for the Lower Springboro Road and New Burlington Road Drilled Pier Wall Project to W. E. Smith Construction, for a total bid price of \$153,287.00; and

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

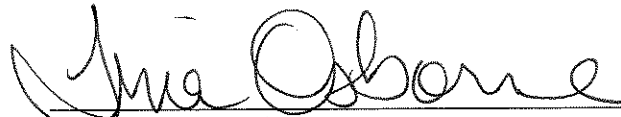
NOW THEREFORE BE IT RESOLVED, to enter into contract with W. E. Smith Construction, 2030 Bauer Road Blanchester, Ohio 45107, for said project, for a total contract price of \$153,287.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LLA

cc: c/a—W. E. Smith Construction
E/O (file)
Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1257

Adopted Date September 14, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A SERVICE AGREEMENT FOR FY2021-2022 WITH BUTLER BEHAVIORAL HEALTH SERVICES, INC. FOR PSYCHIATRIC SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute a Service Agreement for FY2021-2022 with Butler Behavioral Health Services, Inc., to provide psychiatric and other services for clients of the Juvenile Court, effective July 1, 2021 to June 30, 2022, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Butler Behavioral Health Services, Inc
Juvenile Court (file)
Ohio Department of Youth Services

AGREEMENT

This Agreement is entered into by and between the Butler Behavioral Health Services, Inc. (hereinafter referred to as "Agency"), 1502 University Blvd., Hamilton Ohio 45011 and the Warren County Board of County Commissioners on behalf of the Warren County Juvenile Court (herein after referred to as "Court").

WHEREAS, the Court desires to retain Agency to provide mental health/psychiatric services to youth

WHEREAS, the Agency is licensed to provide such services in the State of Ohio

NOW THEREFORE, in consideration of the mutual promises contained herein the Agency and Court agree as follows:

I. TERM

The term of this agreement shall be one year from the time the agreement was executed.

II. SERVICES AND DUTIES

2.1 Services and Duties: All services to be provided under this agreement shall be solely for the benefit of Court clients.

Agency shall perform duties and provide services as follows:

- A. Provide Behavioral Health Services to selected clients of the Court
- B. Services include but not limited to: assessment, treatment planning, counseling, case management/skill building, medication management, crisis intervention.

2.2 Agency will provide a minimum of one certified, licensed prescriber to provide medication management services on site or through a virtual platform if necessary. This service will be arranged monthly as needed.

2.3 Absences: Agency shall notify the Court within one (1) hour of unplanned absence.

III. COMPENSATION

- A. For performance of the duties under this Agreement, the Court agrees to pay Agency at the Ohio Medicaid Community Mental Health rates (attachment A) for rendered services. The Court shall be a payor of last resort and insurance shall be billed first if the youth is covered by insurance.
- B. For scheduled appointments in which the Court selected client is unavailable for any reason, the Court agrees to pay the Agency the Ohio Medicaid Community Mental Health rate of the service scheduled.

Payment shall be issued thirty (30) days following the last day of the month. Payment shall be preceded by the submission of a proper invoice by the Agency. Invoices shall be sent to: Warren County Juvenile Court

900 Memorial Drive
Lebanon, Ohio 45036

IV. INSURANCE

4.1 The Agency shall, during the term of this Agreement, provide comprehensive professional liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

V. TERMINATION


5.1 The Court may terminate this agreement at any time, without notice, for cause. The term "cause" shall include any of the following:

1. Any intentional or grossly negligent act of Agency which materially injures or may injure the reputation or interest of the Court;
2. Agency's breach or non-compliance with any provisions of this agreement.

5.2 Either party of this Agreement may terminate this agreement, without cause, with a ninety (90) day written notice of cancellation.

In witness whereof, the parties have executed this Agreement.

Warren County Board of Commissioners



President/Vice President/Board Member

9.14.21
Date

Resolution No. 21-1257


BUTLER BEHAVIORAL HEALTH SERVICES, INC.



Randy Allman, CEO

8/27/2021
Date

Reviewed and Approved as to Form



Assistant Prosecuting Attorney
Warren County, Ohio

Attachment A

Psychiatric Service Rates

CPT/HCPCS Procedure Code	Modifier(s)		Billing Agency MH, SUD or Both	Description Service	Per Diem Rate	Medical Behavioral Health (BH) P			
	1	2				MD/DO	CNS	CNP	PA
99201			Both	Office or other outpatient visit for the evaluation and management of a new patient	NA	\$49.38	\$49.38	\$49.38	\$49.38
99202			Both	Office or other outpatient visit for the evaluation and management of a new patient	NA	\$84.67	\$84.67	\$84.67	\$84.67
99203			Both	Office or other outpatient visit for the evaluation and management of a new patient	NA	\$122.93	\$122.93	\$122.93	\$122.93
99204			Both	Office or other outpatient visit for the evaluation and management of a new patient	NA	\$188.51	\$188.51	\$188.51	\$188.51
99205			Both	Office or other outpatient visit for the evaluation and management of a new patient	NA	\$236.92	\$236.92	\$236.92	\$236.92
99211			Both	Office or other outpatient visit for the evaluation and management of an established patient	NA	\$22.31	\$22.31	\$22.31	\$22.31
99212			Both	Office or other outpatient visit for the evaluation and management of an established patient	NA	\$48.97	\$48.97	\$48.97	\$48.97
99213			Both	Office or other outpatient visit for the evaluation and management of an established patient	NA	\$82.85	\$82.85	\$82.85	\$82.85
99214			Both	Office or other outpatient visit for the evaluation and management of an established patient	NA	\$122.27	\$122.27	\$122.27	\$122.27
99215			Both	Office or other outpatient visit for the evaluation and management of an established patient	NA	\$165.15	\$165.15	\$165.15	\$165.15

CPT/HCPCS Procedure Code	Modifier(s)		Billing Agency MH, SUD or Both	Description Service	Per Diem Rate	Medical Behavioral Health (BH) F			
	1	2				MD/DO	CNS	CNP	PA
+90833			Both	Psychotherapy, 30 minutes with patient when performed with an E&M service	NA	\$65.37	\$55.56	\$55.56	\$55.56
90834			Both	Psychotherapy, 45 minutes	NA	\$82.05	\$69.74	\$69.74	\$69.74
+90836			Both	Psychotherapy, 45 minutes when performed with an E&M service	NA	\$83.03	\$70.58	\$70.58	\$70.58
90837			Both	Psychotherapy, 60 minutes	NA	\$120.36	\$102.31	\$102.31	\$102.31
+90838			Both	Psychotherapy, 60 minutes when performed with an E&M services	NA	\$109.53	\$93.10	\$93.10	\$93.10
90839			Both	Psychotherapy for crisis; first 60 minutes.	NA	\$171.70	\$145.95	\$145.95	\$145.95
+90840			Both	Psychotherapy for crisis; each additional 30 minutes.	NA	\$81.95	\$69.65	\$69.65	\$69.65

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF BUTLER

I, Randy Allman, holding the title and position of CEO at the firm Butler Behavior Health, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

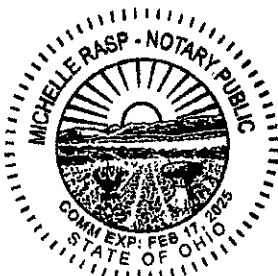
R. Allman
AFFIANT

Subscribed and sworn to before me this 27 day of August 20 21

Michelle Rosp
(Notary Public),

Butler County.

My commission expires February 17 20 25



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1258

Adopted Date September 14, 2021

AUTHORIZE ACCEPTANCE OF QUOTE FROM ZOLL DATA SYSTEMS INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS Zoll Data Systems Inc. will provide professional services FRMS and EPCR Migration and upgrades for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Zoll Data Systems Inc. on behalf of Warren County Telecommunications for professional services; as attached hereto and a part hereof.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Zoll Data Systems, Inc.
Telecom (file)

Order Form

Order No.: Q-11636

THIS ORDER FORM (this "Order") is made as of the date on which both parties have signed below (the "Effective Date") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021., accountsreceivable@zoll.com ("ZOLL") and Warren County Telecommunications (the "Customer").

Bill To: Warren County Telecommunications 500 Justice Drive Lebanon, OH 45036 Email for Notices: joseph.newton@wcoh.net	Ship To: Warren County Telecommunications 500 Justice Drive Lebanon, OH 45036
---	--

Territory Manager: Brian Schaff

Offer Expires: 09/08/2021

Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Extended Price	Annual Maintenance
ITI	--	IT Services Day (Excludes T&E)	1	\$1,500.00		\$1,500.00	\$1,500.00	\$0.00

Comments:

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

PROFESSIONAL SERVICES FEES: \$1,500.00

TOTAL FEES: \$1,500.00

Professional Services Expenses. Customer will reimburse ZOLL for Expenses incurred by ZOLL in providing the Professional Services. Any estimated Expenses above are based on the facts that ZOLL currently knows and represent ZOLL's good faith assessment of the time and materials required.

Professional Services Payment Terms: Customer will pay 100% of the Professional Services Fees listed above within 30 days of the date of ZOLL's invoice for such Professional Services Fees and Expenses, which invoice shall be issued upon completion of such Professional Services for which such Professional Services Fees are payable. ZOLL separately will invoice Customer for Expenses incurred by ZOLL in providing such Professional Services.

Term. Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Effective Date and continue for 12 months after the Monthly Fees Commencement Date (the "Initial Term") and (ii) after the Initial Term, this Order automatically shall continue on a month-to-month basis until so terminated.

Early Termination Fee. Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Initial Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Annual Fees for the Initial Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of termination for the ASP Services or Software set forth in this Order.

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT <https://www.zolldata.com/legal>, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.

ZOLL Data Systems, Inc.
Authorized Signature:

Warren County Telecommunications
Authorized Signature:

 Name: Sandy King
 Title: Director of Operational Acctg
 Date: 8/24/21

* _____
 Name: David G. Young
 Title: President
 Date: 9.14.21

Adjustments-to-Fees Addendum

Order No.: Q-11636

* **Adjustments to Fees:** Fees in the Order Form to which this addendum is attached (the "Order"), and of which it is a part, are subject to adjustment based on quantity as specified below ("Qty"), including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

Product	Basis for Adjustment
Billing Pro	Qty of transports (the "Transport Volume") listed in the line item in the Order. ZOLL may conduct an audit of Transport Volume following the 12 th month after the Monthly Fees Commencement Date for Billing Pro and each anniversary of such date (a "Transport Audit"). Should actual Transport Volume (the "Actual Transport Volume") for the preceding 12-month period (the "Transport Audit Period") exceed 110% of the quantity of transports that was the basis for Monthly Fees in the Transport Audit Period multiplied by 12 (the "Estimated Transport Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-transport price listed in the Order (the "Per-Transport Price"). Should the Actual Transport Volume be less than the Estimated Transport Volume by more than 10% during the Transport Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Transport Volume multiplied by the Per-Transport Price. Future billings of the Monthly Fee will be adjusted based on the Actual Transport Volume as determined by the Transport Audit; <i>provided, that the Monthly Fee shall not decrease by more than 10%.</i>
emsCharts Air	Qty of PCRs (the "PCR Volume") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for emsCharts Air and each anniversary of such date (a "PCR Audit"). Should actual PCR Volume (the "Actual PCR Volume") for the preceding 12-month period (the "PCR Audit Period") exceed the tier set forth at the end of this addendum (the "Tier") that was the basis for Monthly Fees in the PCR Audit Period (the "Estimated PCR Volume"), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual PCR Volume as determined by the PCR Audit, discounted with respect to emsCharts Air as provided in the Order for the Initial Term; <i>provided, that the Monthly Fee shall not decrease by more than 10%.</i> Monthly Fees for modules and interfaces for emsCharts Air (descriptions of which are preceded by "emsCharts Air -" in the Order) shall be adjusted after each PCR Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Air resulting from the PCR Audit for such Audit Period.
emsCharts Ground	Qty of PCRs (the "PCR Volume") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for emsCharts Ground and each anniversary of such date (a "PCR Audit"). Should actual PCR Volume (the "Actual PCR Volume") for the preceding 12-month period (the "PCR Audit Period") exceed the tier set forth at the end of this addendum (the "Tier") that was the basis for Monthly Fees in the PCR Audit Period (the "Estimated PCR Volume"), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual PCR Volume as determined by the PCR Audit, discounted with respect to emsCharts Ground as provided in the Order for the Initial Term; <i>provided, that the Monthly Fee shall not decrease by more than 10%.</i> Monthly Fees for modules and interfaces for emsCharts Ground (the descriptions of which are preceded by "emsCharts Ground -" in the Order) shall be adjusted after each PCR Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Ground resulting from the PCR Audit for such Audit Period.
emsCharts Fire Reports	Qty of Fire Reports (the "Fire Report Volume") listed in the line item in the Order. ZOLL may conduct an audit of Fire Report Volume following the 12 th month after the Monthly Fees Commencement Date for emsCharts Fire and each anniversary of such date (a "Fire Report Audit"). Should actual Fire Report Volume (the "Actual Fire Report Volume") for the preceding 12-month period (the "Fire Report Audit Period") exceed the tier set forth at the end of this addendum (the "Tier") that was the basis for Monthly Fees in the Fire Report Audit Period (the "Estimated Fire Report Volume"), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual Fire Report Volume as determined by the Fire Report Audit, discounted with respect to emsCharts Fire as provided in the Order for the Initial Term; <i>provided, that the Monthly Fee shall not decrease by more than 10%.</i> Monthly Fees for modules and interfaces for emsCharts Fire (the descriptions of which are preceded by "emsCharts Fire -" in the Order) shall be adjusted after each Fire Report Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Fire resulting from the Fire Report Audit for such Audit Period.
EMS Mobile Health	Qty of the tier based on number of visits. Following six months from the Monthly Fees Commencement Date and every six months thereafter, ZOLL will conduct an audit of the number of monthly visits (the "Visit Volume"). Should the monthly Visit Volume for any six month period exceed 110% of the maximum monthly visits for the current tier, then commencing the first month after the completion of the audit, ZOLL will invoice Customer based on the new Visit Volume as determined by the audit and based on the following tiers: (i) \$750.00 for 1-150 visits per month; (ii) \$1,250.00 for 151-300 visits per month; (iii) \$2,000.00 for 301-600 visits per month; and (iv) as quoted by ZOLL more than 600 visits per month.
Packaged Services	Qty of trips (the "Trip Volume") listed in the line item in the Order; <i>provided, that should actual Trip Volume for any month exceed the quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services- Overage line item in the Order.</i>
Packaged Services Premium	Qty of trips (the "Trip Volume") listed in the line item in the Order; <i>provided, that should actual Trip Volume for any month exceed the quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services Premium - Overage line item in the Order.</i>
RescueNet® Billing	Qty of Concurrent Users.
RescueNet Dispatch	Qty of Concurrent Users.
RescueNet Eligibility	Qty of trips.
RescueNet FireRMS	Qty of stations.
RescueNet Navigator	Qty of Customer vehicles.
RescueNet @Work	Qty of Customer vehicles estimated in Order.
RescueNet® ePCR	Qty of PCRs (the "PCR Volume") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for RescueNet ePCR and each anniversary of such date (a "PCR Audit"). Should actual PCR Volume (the "Actual PCR Volume") for the preceding 12-month period (the "PCR Audit Period") exceed 110% of the quantity of PCRs that was the basis for Monthly Fees in the PCR Audit Period multiplied by 12 (the "Estimated PCR Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-PCR price listed in the Order (the "Per-PCR Price"). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; <i>provided, that the Monthly Fee shall not decrease by more than 10%.</i>
Mobile Care Connect Variable Fee	Qty of trips (the "Trip Volume") listed in the line item above. ZOLL may conduct an audit of Trip Volume following the 12 th month after the Monthly Fees Commencement Date and each anniversary of such date (a "Trip Audit"). Should actual Trip Volume (the "Actual Trip Volume") for the preceding 12-month period (the "Trip Audit Period") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "Estimated Trip Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed above, subject to increase in accordance with the Agreement (the "Per-Trip Price"); <i>provided, that should Actual Trip Volume during any calendar month during the Trip Audit Period be (i) less than 300 trips,</i>

Adjustments-to-Fees Addendum

Order No.: Q-11636

Product	Basis for Adjustment
	then the Monthly Fee attributable to such month will be the Per-Trip Price multiplied by 300 or (ii) more than 1,800 trips, then Monthly Fee attributable to such month will be the Per-Trip Price multiplied by 1,800 (the "Adjusted Trip Volume"). Future billings of the Monthly Fee will be adjusted based on the Adjusted Trip Volume.
ZOLL Billing	Qty of claims (the "Claim Volume") listed in the line item in the Order. ZOLL may conduct an audit of Claim Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Billing and each anniversary of such date (a "Claim Audit"). Should actual Claim Volume (the "Actual Claim Volume") for the preceding 12-month period (the "Claim Audit Period") exceed 110% of the quantity of claims that was the basis for Monthly Fees in the Claim Audit Period multiplied by 12 (the "Estimated Claim Volume"), then ZOLL will invoice Customer for such excess multiplied by the following applicable per-claim price, determined as if such excess were the final claims in Actual Claim Volume, less any discounts specified in the Order: (i) \$4.25 per claim for 25,000 or fewer claims per year; (ii) \$4.05 per claim for 25,001 to 100,000 claims each year; or (iii) \$3.85 per claim for greater than 100,000 claims per year (the "Per-Claim Price"). Future billings of the Monthly Fee will be adjusted based on the Actual Claim Volume as determined by the Claim Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
ZOLL Respond	Qty of trips (the "Trip Volume") listed in the line item in the Order. ZOLL may conduct an audit of Trip Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Respond and each anniversary of such date (a "Trip Audit"). Should actual Trip Volume (the "Actual Trip Volume") for the preceding 12-month period (the "Trip Audit Period") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "Estimated Trip Volume"), then ZOLL will invoice Customer for such excess multiplied by \$3.80 per trip (the "Per-Trip Price"). Future billings of the Monthly Fee will be adjusted based on the Actual Trip Volume as determined by the Trip Audit; provided, that the Monthly Fee shall not decrease by more than 10%. Actual Trip Volume includes only trips that have entered transporting status.

Tiers: The following Tiers apply to emsCharts Air and emsCharts Ground based on the Qty of PCRs and to emsCharts Fire based on the Qty of Fire Reports:

Monthly Fees				Monthly Fees			Monthly Fees				
Qty	Air	Fire	Ground	Air	Ground	Fire	Air	Ground	Fire		
1-1,000	\$603.00	\$120.00	\$120.00	25,001-30,000	\$6,416.00	\$1,275.00	\$1,275.00	65,001-70,000	\$12,558.00	\$2,496.00	\$2,496.00
1,001-3,000	\$1,316.00	\$262.00	\$262.00	30,001-35,000	\$7,184.00	\$1,428.00	\$1,428.00	70,001-75,000	\$13,326.00	\$2,649.00	\$2,649.00
3,001-5,000	\$2,029.00	\$403.00	\$403.00	35,001-40,000	\$7,952.00	\$1,580.00	\$1,580.00	75,001-80,000	\$14,094.00	\$2,801.00	\$2,801.00
5,001-8,000	\$2,742.00	\$545.00	\$545.00	40,001-45,000	\$8,719.00	\$1,733.00	\$1,733.00	80,001-85,000	\$14,861.00	\$2,954.00	\$2,954.00
8,001-12,000	\$3,455.00	\$687.00	\$687.00	45,001-50,000	\$9,487.00	\$1,886.00	\$1,886.00	85,001-90,000	\$15,629.00	\$3,106.00	\$3,106.00
12,001-16,000	\$4,168.00	\$828.00	\$828.00	50,001-55,000	\$10,255.00	\$2,038.00	\$2,038.00	90,001-95,000	\$16,397.00	\$3,259.00	\$3,259.00
16,001-20,000	\$4,881.00	\$970.00	\$970.00	55,001-60,000	\$11,023.00	\$2,191.00	\$2,191.00	95,001-100,000	\$17,165.00	\$3,412.00	\$3,412.00
20,001-25,000	\$5,594.00	\$1,123.00	\$1,123.00	60,001-65,000	\$11,790.00	\$2,343.00	\$2,343.00	-	-	-	-

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1259

Adopted Date September 14, 2021

**AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION
SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, Business Communication Specialists will provide equipment and support per Quote AAAQ15799-01 for Warren County Telecom, as indicated on the attached quote for purchase; and


NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for equipment and support; as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Business Communication Specialists
Telecom (file)



QUOTE

162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7275
 www.bcsip.com

Number AAAQ15799-01
 Date Aug 25, 2021

Sold To	Ship To	Your Sales Rep
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
1	10587 ShoreGear ST48A Switch	\$6,750.00	D40	\$4,050.00	\$4,050.00
1	95111P Mitel Enterprise Support - Prorated until anniversary date (1 Year No Phones plan)	\$0.00		\$1,189.00	\$1,189.00
1	SHIP Shipping Charges	\$0.00		\$12.00	\$12.00

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

SubTotal	\$5,251.00
Tax	\$0.00
Shipping	\$0.00
Total	\$5,251.00

Signature of Acceptance

Print Name: David G. Yang

Date: 9-14-21

Signature:

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

APPROVED AS TO FORM

Adam M. Nice
 Asst. Prosecuting Attorney

RECEIVED 09/30/21

SEP 21 2021



BUSINESS
COMMUNICATION
SPECIALISTS

162 Main Street
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275

www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

- 1) Hardware and Software: 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) Maintenance, Installation, etc.: 100% due upon project completion.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1260

Adopted Date September 14, 2021

ENTER INTO A SERVICES AGREEMENT WITH CINCINNATI BELL TELEPHONE COMPANY, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Cincinnati Bell Telephone Company, LLC will provide Jail TV services as stated in the attached Services Agreement; and

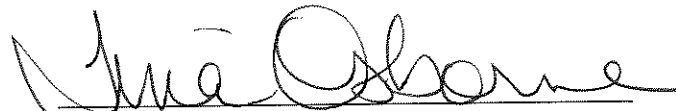
NOW THEREFORE BE IT RESOLVED, to enter into a Services Agreement with Cincinnati Bell Telephone Company, LLC on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Cincinnati Bell Telephone Company, LLC
Telecom (file)

SERVICES AGREEMENT


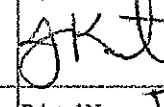
Agreement Number: 02450935

Customer Warren County Telecommunications			Service Provider Cincinnati Bell Telephone Company LLC ("Cincinnati Bell")		
Address 500 Justice Drive			Address 221 East Fourth Street P.O. Box 2301		
City	State	Zip Code	City	State	Zip Code
Lebanon	OH	45036	Cincinnati	OH	45201

THIS CINCINNATI BELL SERVICES AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AND APPLICABLE SERVICES SUPPLEMENTS ATTACHED HERETO (COLLECTIVELY "TERMS AND CONDITIONS"). CINCINNATI BELL'S STANDARD TERMS AND CONDITIONS AND SUPPLEMENTS ARE AVAILABLE AT WWW.CINCINNATIBELL.COM/BUSINESS/LEGAL. BY EXECUTING THIS CINCINNATI BELL SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.

NOTES:

- The term "Cincinnati Bell" shall be deemed to mean the Service Provider on behalf of itself and its' affiliates.
- The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date").
- In addition to the Services Agreement charges, Customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell. ADSL, Dedicated FUSE Internet Access, Evantage and Emerge services are not subject to Regulatory Commission jurisdiction.
- All prices and rates are exclusive of any surcharges and taxes.
- Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m.
- The service products, prices and terms identified on this Services Agreement constitutes Cincinnati Bell's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate above, Cincinnati Bell reserves the right to rescind this offer at any time, at its' sole discretion.
- Facsimile signatures to this Services Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties.

WARREN COUNTY TELECOMMUNICATIONS	CINCINNATI BELL
Signature of Authorized Representative:	Signature of Authorized Representative:
	
Printed Name: <u>David G. Young</u>	Printed Name: <u>Jessica Kathman</u>
Title: <u>President</u>	Title: <u>Director of Sales</u>
Date: <u>9-14-21</u>	Date: <u>9/3/2021</u>

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

SERVICE PRICING

ID	Service	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1	Warren County Telecommunications, 822 Memorial Dr, Lebanon, OH 45036 USA					
1.1	Product: Fioptics Order Type: Acquisition - New Contract Term: 60 months					
1.1.1	Fioptics Preferred TV - RF	1	\$235	\$0	\$235.00	\$0.00
1.1.2	QAM equipment fee	1	\$165	\$0	\$165.00	\$0.00
1.2	Product: Metro Ethernet Order Type: Acquisition - New Contract Term: 60 months					
1.2.1	CB Ethernet Services 1 Gbps Initial	1	\$0	\$0	\$0.00	\$0.00
1.2.2	CB Ethernet Services PVC/VLAN	1	\$0	\$0	\$0.00	\$0.00
1.2.3	Non-Regulated Fiber	1	\$0	\$0	\$0.00	\$0.00
1.3	Product: Metro Ethernet Order Type: Acquisition - New Contract Term: 60 months					
1.3.1	CB Ethernet Services 10 Mbps Additional	1	\$0	\$0	\$0.00	\$0.00
1.3.2	CB Ethernet Services PVC/VLAN	1	\$0	\$0	\$0.00	\$0.00
1.4	Product: Metro Ethernet Order Type: Acquisition - New Contract Term: 60 months					

1.4.1	CD Ethernet Services 10 Mbps Additional	1	\$0	\$0	\$0.00	\$0.00
1.4.2	IP EVC	1	\$0	\$0	\$0.00	\$0.00

Total Monthly Recurring Charge	\$400.00
Total One-Time Charge	\$0.00

Customer Initials	Date

Page 2 of 12 02450935

Jul. 30, 21

ETHERNET- TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the initial term as stated on the Services Agreement sheet, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Agreement by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell reserves the right to adjust rates at any time after the expiration of the initial term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written and/or verbal notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS.

- 2.1. **Ethernet.** The engineering, installation, maintenance and repair services provided by Cincinnati Bell to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.
- 2.2. **Customer's location.** A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.
- 2.3. **Demarcation Point.** The point of physical separation of Cincinnati Bell's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by Cincinnati Bell to Customer.
- 2.4. **Local Area Network (LAN).** A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
- 2.5. **Metropolitan Area Network (MAN).** A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.
- 2.6. **Permanent Virtual Circuits (PVC).** A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.
- 2.7. **Quality of Service (QoS).** Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.
- 2.8. **Unprotected Ethernet.** The standard Ethernet service.
- 2.9. **Virtual LAN (VLAN).** A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.
- 2.10. **VLAN Tagging (802.1q).** A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

3. SERVICES AND RATES.

- 3.1. Ethernet service will be provided as specified on the attached Pricing Agreement.
- 3.2. Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.
- 3.3. Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 3.4. Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided Cincinnati Bell has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.
- 3.5. Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

4. PROVISIONING.

- 4.1. Cincinnati Bell will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other "optional" features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.
- 4.2. Cincinnati Bell will provision Ethernet service in proper working order on Cincinnati Bell's side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for Cincinnati Bell's customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3-prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this

4.3. Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. Cincinnati Bell reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Cincinnati Bell will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.

4.4. If a major outage to Cincinnati Bell's network occurs, including Ethernet, Cincinnati Bell will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.

4.5. Cincinnati Bell will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.

4.6. Unless otherwise agreed in writing, Cincinnati Bell will provide Ethernet service for data transmission only.

4.7. The electrical signals of Ethernet operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

4.8. Ethernet supports the following interfaces: (i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit). The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.

4.9. An initial port is required in order to provide Ethernet to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.

4.10. Additional port discounts do not apply to different Customers at the same location.

4.11. The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.

4.12. If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.

5. REPAIR – RESPONSE TIME.

5.1. Cincinnati Bell will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with Cincinnati Bell that such port is inoperable. If such port remains inoperable for more than eight (8) hours after a trouble ticket has been opened, Cincinnati Bell will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be Cincinnati Bell's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

5.2. Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that Cincinnati Bell is aware of the problem, and a ticket is opened either reactively or proactively and Cincinnati Bell is beginning to take action to resolve the issue.

6. MAINTENANCE.

6.1. When a Customer reports a trouble to Cincinnati Bell and the problem is not found in the Cincinnati Bell's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.

6.2. If Cincinnati Bell personnel initially fail to find trouble in Cincinnati Bell facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.

6.3. Cincinnati Bell can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.

6.4. Cincinnati Bell can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

7. CANCELLATION, DELAY OR MODIFICATION OF SERVICE ORDERS

7.1. Cancellation of Service Order. If Customer cancels a Service Order before Cincinnati Bell has completed installation of the Ethernet service, Customer must reimburse Cincinnati Bell for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 10 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.

7.2. Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to Cincinnati Bell within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then Cincinnati Bell will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, Cincinnati Bell will charge \$300.00 for the FOC due date change.

7.3. Failure to Notify of Installation Delay. If the Customer fails to notify Cincinnati Bell of an installation delay pursuant to Section 7.2 above, Cincinnati Bell will bill for the Monthly Recurring Charge for such Ethernet service from the original FOC due date to the actual date of installation. Customer will be required to notify Cincinnati Bell in writing to reschedule an installation date.

7.4. Modification of Service Orders. If Customer requests modifications to pending Service Orders, Customer must reimburse Cincinnati Bell for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against Cincinnati Bell as a result of such modification.

8. TESTING.

8.1. Cincinnati Bell will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies Cincinnati Bell by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies Cincinnati Bell and reasonably identifies the problem, Cincinnati Bell will work with Customer to remedy the problem. If Cincinnati Bell reasonably determines that the problem is due to Cincinnati Bell's Network or Cincinnati Bell Equipment or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If Cincinnati Bell reasonably determines that the problem is not being caused by Cincinnati Bell's Network, Cincinnati Bell Equipment, or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, the Service Date will remain unchanged. Cincinnati Bell is not responsible for testing failures resulting from problems with Customer's equipment.

9. BILLING AND PAYMENT.

9.1. Unless Customer notifies Cincinnati Bell otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

10. TERMINATION CHARGES.

10.1. In the event that Ethernet service is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.

10.2. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation provided, however, the amount of such reimbursement will not exceed the

service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

10.3. If nonrecurring charges associated with the installation of Ethernet service are waived and the Ethernet is then terminated prior to the expiration of the Term, the Customer will become liable for payment of the waived charges.

FIOPTICS TV SERVICE - TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the Initial Term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Agreement by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term. Notwithstanding the foregoing, Cincinnati Bell reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS

2.1. Fioptics TV - Video service that offers local broadcast stations, community access, and cable networks.

3. SERVICES AND RATES.

3.1. Fioptics TV service will be provided as specified on the attached Services Agreement. There is a minimum of thirty (30) days charged for each TV service provided.

3.2. Cincinnati Bell may pass to the Customer and Customer agrees to pay for any increase in franchise fees, programming inflation adjustments, broadcast and sports fees, taxes, or other regulatory fees associated with the delivery of the Fioptics TV service.

3.3. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to TV service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

3.4. Customer will be responsible for all taxes, fees, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

3.5. Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the TV service.

4. PROVISION OF SERVICE.

4.1. Cincinnati Bell shall make every commercially reasonable effort to provide TV service to every Customer who applies for such service in the shortest period of time practicable, and where TV service is readily available.

5. OWNERSHIP OF EQUIPMENT AND MATERIALS.

5.1. All equipment and materials, unless purchased from Cincinnati Bell, or unless such property is incorporated in, becomes an integral part of, or is permanently attached to the Customer's premises shall remain the property of Cincinnati Bell.

6. RESPONSIBILITY FOR CINCINNATI BELL'S PROPERTY.

6.1. The Customer agrees not to tamper with any of Cincinnati Bell's wiring or equipment, to extend lines, or alter in any manner any Cincinnati Bell property. The Customer also shall receive Cincinnati Bell's TV service with the understanding that Customer will adequately safeguard all Cincinnati Bell properties upon the Customer's premises from alteration and abuse by others, and that the Customer will not hire or permit anyone other than authorized Cincinnati Bell personnel to perform any work on Cincinnati Bell's property, equipment, and facilities.

7. EQUIPMENT RETURN.

7.1. Whenever service is terminated, the Customer shall return any equipment to Cincinnati Bell. If the returned equipment is received by Cincinnati Bell and is found to be in satisfactory working condition, and the Customer has paid all service charges and any other applicable fees or charges, the Customer shall be entitled to the original amount of the deposit for the equipment (if applicable), without interest or earnings. If the returned equipment is received by Cincinnati Bell and is not found to be in satisfactory working condition, or if said equipment has been tampered with, defaced, or damaged (normal wear and tear excepted) said equipment deposit shall not be returned to the Customer, but shall be retained by Cincinnati Bell and applied toward the cost of its repair or replacement. The Customer understands, notwithstanding any other provision contained in these rules and regulations to the contrary, that any equipment provided is and shall remain the property of Cincinnati Bell, and must be returned to Cincinnati Bell at any time service is terminated or discontinued. Failure to return equipment within ten (10) days after service is terminated or discontinued will result in a charge being assessed to Customer's account.

Version: 04.2019

Page 2 of 12 02450935

Jul. 30, 21

8. WIRING REQUIREMENTS.

8.1. No wiring will be installed by Cincinnati Bell within any wall or attic space unless specifically requested by Customer and agreed to by both Parties. The Customer, at his option, may choose to install the wiring within walls and/or attic spaces at Customer's own expense; but, in such instance, the Customer shall install such wiring to specifications and satisfaction of Cincinnati Bell and the National Electrical Code. If the Customer does not own the premises at which TV service is to be installed, the Customer represents it has obtained necessary permission from the premise owner to install Cincinnati Bell's equipment (including, without limitation, equipment attached to the outside of the premises).

9. RIGHT OF ACCESS.

9.1. The Customer, upon acceptance of application for TV service by Cincinnati Bell, grants permission for Cincinnati Bell, its agents and employees, to enter upon the property of the Customer for the purpose of installation, inspection, maintenance, testing, and repair of the TV service to the Customer's premises and, upon TV service being cancelled for any reason, the Customer grants permission for Cincinnati Bell, during reasonable hours, to enter upon the premises and remove all equipment and material belonging to Cincinnati Bell and to discontinue TV service thereto.

10. PENALTIES FOR UNAUTHORIZED SERVICE.

10.1. If unauthorized service is discovered by Cincinnati Bell, the cost will be billed to the Customer for an estimate of FiopticsTV services delivered, including the cost of inspection, investigation, reconnection, and cost of repair to Cincinnati Bell's facilities, all of which must be paid in full before Fioptics TV service can be reestablished or restored.

11. INTERRUPTION OR DISCONTINUANCE OF SERVICE DUE TO USE OF NON-CINCINNATI BELL FACILITIES.

11.1. In order to provide service, Cincinnati Bell shall occasionally make use of poles owned in whole or in part by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, Cincinnati Bell will make every reasonable effort to provide TV service over alternative routes and facilities. The Customer agrees that it will make no claims or undertake any action against any utility, including Cincinnati Bell, if the TV service provided to the Customer is interrupted or discontinued for this reason.

12. PROGRAMMING CONTENT OR CHANGES DISCLAIMER.

12.1. The Customer shall not hold Cincinnati Bell responsible or liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith.

13. PROGRAMMING REPRODUCTION.

13.1. The Customer shall not record or tape any of the programming provided by Cincinnati Bell, nor shall the Customer allow any other person to do so, except for the personal use of the Customer. Customer agrees that the programs and other services provided by Cincinnati Bell will be utilized solely for Customer's personal use and will not be duplicated except in compliance with applicable law.

14. EXHIBITION OF SERVICE.

14.1. Customer shall not authorize or permit the exhibition of the Service in locations where an admission fee, cover charge, minimum or like sum is charged.

15. TERMINATION CHARGES:

15.1. In the event that Fiopitics TV service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

1.1. The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Supplement.

1.2. Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.

1.3. Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.

1.4. Party - means (i) Cincinnati Bell parent company, its affiliates and subsidiaries (collectively "Cincinnati Bell") or (ii) Customer; and "Parties" means (i) and (ii).

1.5. Proprietary Information - means any information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

2. SERVICES.

2.1. The applicable rates, fees, commissions and charges for a particular service to be provided by Cincinnati Bell pursuant to the Supplement(s) will be on the Services Agreement sheet. Any other regulated services not listed on the Supplements which are provided by Cincinnati Bell to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement(s). Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

3. EQUIPMENT WARRANTY, USE AND MAINTENANCE.

3.1. If applicable, Cincinnati Bell will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit Cincinnati Bell access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.

4. WARRANTY EXCLUSIONS.

4.1. The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.

4.2. Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

4.3. Except as specified herein and any supplements, Cincinnati Bell, its subcontractors and suppliers (except as expressed in writing by them) make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

5. TITLE OR RISK OF LOSS OF EQUIPMENT.

5.1. For equipment sold to Customer and installed by Cincinnati Bell, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

5.2. For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

6. GOVERNING LAW.

6.1. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern

the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

7. INTENTIONALLY OMITTED.

8. RESOLUTION OF DISPUTES.

8.1. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek arbitration as set forth below.

8.2. Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.

8.3. The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

9. TERMS OF PAYMENT.

9.1. Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, Cincinnati Bell may apply late payment fees or take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$10.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cincinnati Bell shall be due within (10) days of resolution of the dispute.

9.2. Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on Cincinnati Bell's net income.

10. TERMINATION.

10.1. Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

10.2. In the event Customer provides timely notice to Cincinnati Bell that it does not intend to renew an automatically renewing contract, Cincinnati Bell will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.

10.3. In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.

10.4. A Party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjecting of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

10.5. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

10.6. Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will be considered to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.

10.7. One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

11. INTENTIONALLY OMITTED.

12. RESPONSIBILITIES OF EACH PARTY.

12.1. Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

13. LIMITATIONS OF LIABILITY.

13.1. Cincinnati Bell's liability arising out of the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall Cincinnati Bell be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not Cincinnati Bell or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "Cincinnati Bell" is deemed to include Cincinnati Bell's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.

13.2. The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable

allocations by the terms of the business risks inherent in this Agreement.

14. SECURITY AND ACCESS.

14.1. Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

15. WORK ON CUSTOMER'S PREMISES.

15.1. In performance of its obligations hereunder, Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work related to this Agreement involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of Cincinnati Bell's employees, agents or subcontractors.

16. CUSTOMER OBLIGATIONS.

16.1. Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

17. SYSTEM MAINTENANCE.

17.1. In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

18. SUBCONTRACTING.

18.1. Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

19. CHANGES IN LAWS.

19.1. This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

20. FORCE MAJEURE.

20.1. No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

21. GOOD FAITH PERFORMANCE.

21.1. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

22. NO LICENSE.

22.1. Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

23. AMENDMENTS; WAIVERS.

23.1. Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

24. NOTICES.

24.1. All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.

24.2. Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

25. NO RIGHTS TO THIRD PARTIES.

25.1. This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

26. SEVERABILITY.

26.1. If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

27. ASSIGNMENT.

27.1. Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Cincinnati Bell shall not be required to obtain consent in the case of a sale of all or substantially all the assets of Cincinnati Bell or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, Cincinnati Bell shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of Cincinnati Bell.

28. ENTIRE AGREEMENT; CONTINUING OBLIGATIONS.

28.1. The Agreement, which includes the Services Agreement, Terms & Conditions and Supplements, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.

20.2. In respect of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 12 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.

28.3. Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 8 hereof regarding resolution of disputes, Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

28.4. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

28.5. Under federal law, Customer has a right, and Cincinnati Bell has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as Cincinnati Bell agents and authorized sales representatives, to develop or bring to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

29. REGULATORY APPROVAL; TARIFFS.

29.1. This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of Cincinnati Bell and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in Cincinnati Bell's tariffs on file with regulatory agencies.

30. EXECUTED IN COUNTERPARTS.

30.1. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. HEADINGS.

31.1. The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1261

Adopted Date September 14, 2021

ENTER INTO A BUSINESS ASSOCIATE AGREEMENT WITH UNION TOWNSHIP FIRE DEPARTMENT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into a Business Associate Agreement with Union Township Fire Department on behalf of Warren County Telecommunications, as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Union Township
Telecom (file)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between Union Twp Fire Department (“Covered Entity”) and Warren County Board of Commissioners on behalf of Warren County Telecommunications (“Business Associate”), effective as of September 1, 2021 (“Effective Date”).

RECITALS

Union Twp Fire Department is a “Covered Entity” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the “Standards for Privacy of Individually Identifiable Health Information” (the “Privacy Rule”) and Subpart C, together with the definitions in Subpart A, is known as the “Security Standards for the Protection of Electronic Protected Health Information” (the “Security Rule”) (the Privacy Rule and the Security Rule are collectively called the “Privacy and Security Rules”).

Covered Entity and Business Associate are parties to an agreement wherein Business Associate shall store, maintain, transfers, and make available in a secure manner certain Protected Health Information on behalf of Covered Entity (“Underlying Agreement”). In connection with Business Associate’s provision of services to Covered Entity, Covered Entity discloses to Business Associate “Protected Health Information” (“PHI”), including “Electronic Protected Health Information” (“ePHI”), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate’s use, disclosure, maintenance and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate’s provision of services to Covered Entity, when coupled with Covered Entity’s disclosure of PHI to Business Associate, makes Business Associate a “business associate” of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, “HITECH”), including the Omnibus Final Rule, that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH and the Omnibus Final Rule require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with the requirement to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity’s disclosure of PHI to Business Associate, and Business Associate’s use, disclosure and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such use, disclosure or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the Privacy and Security Rules regarding the use and

disclosure of PHI and ePHI, pursuant to this Agreement and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.
- (b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- (c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.
- (d) "Encryption" means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as set forth in 45 CFR 164.304.

2. Scope of Uses and Disclosures by Business Associate.

- (a) In General. Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Covered Entity.
- (b) Use of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Disclosure of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate, in writing, within five (5)

business days, of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Data Aggregation. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (e) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and the Omnibus Final Rule) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.
- (f) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH and the Omnibus Final Rule, Business Associate agrees that it will not receive direct or indirect remuneration for any exchange of PHI not otherwise authorized without individual authorization, unless (i) specifically required for the provision of services under the Underlying Agreement (ii) for treatment purposes; (iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.
- (g) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).

3. Obligations of Business Associate.

- (a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- (b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.
- (c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this Agreement or applicable law.

- (d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this Agreement of which Business Associate becomes aware within five (5) business days.
- (e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, to the same extent Business Associate is required to comply.
- (f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule, subject to any applicable legal privileges.
- (g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, as required by HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than five (5) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, as required by HITECH.
- (h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity.
- (i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.
- (j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative,

physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:

- (i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);
 - (ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);
 - (iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security);
 - (iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and
 - (v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.
- (k) Encryption of ePHI. Business Associate and its subcontractors, if applicable, will store all PHI and/or ePHI, including all PHI and/or ePHI stored on any portable or laptop computing device or any portable storage medium as part of Business Associate's designated backup and recovery processes, in encrypted form using a commercially supported encryption solution that complies with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIIIP" and which has been tested and judged to meet the standards set forth by the National Institute of Standards and Technology in Special Publications 800-111, 800-52, 800-77, 800-113, or others which are Federal Information Processing Standards (FIPS) 140-2 validated, as applicable. Business Associate agrees to encrypt ePHI transmitted by the Business Associate over a public network and agrees that it will only transmit or exchange Protected Health Information using secure HTTPS or SFTP or equivalent.
- (l) Paragraph Not Used.
- (m) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than five (5) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has

been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach, (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach, (iii) a description of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach, (iv) any preliminary steps taken to mitigate the damage, and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense.

4. Term and Termination.

- (a) Term of the Agreement. The term of this Agreement begins on the Effective Date and ends when all of the PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. To the extent it is infeasible for Business Associate to return or destroy the PHI, upon the agreement of Covered Entity, protections shall be extended to that PHI in accordance with the termination provisions in this Section.
- (b) Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement.
- (c) Automatic Termination. This Agreement will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.

- (d) Effect of Termination. Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, upon the agreement of Covered Entity, then Business Associate will extend the protections of this Agreement to the PHI and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
5. Agreement. Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, the Omnibus Final Rule and any other implementing regulations or guidance.
6. Insurance. Unless greater coverage is required under any other agreement between Covered Entity and Business Associate, Business Associate shall maintain or cause to be maintained a policy or policies of insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules and any other implementing regulations or guidance, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents under the Underlying Agreement or this Agreement.
7. Paragraph Not Used.
8. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule.
9. Survival. The obligations of Business Associate under Sections 4(d) and 7 of this Agreement survive any termination of this Agreement.
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Independent Contractor Status. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this Agreement shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein,

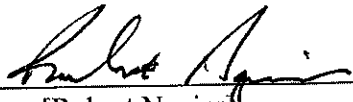
Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement.

12. General Administrative Provisions.

- (a) Any notices required by this Agreement will be sent to the latest known address of either party by (i) facsimile, email, registered or certified mail or by private delivery service that provides receipts to the sender and recipient, (ii) personally delivered or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal, (ii) the date shown on the registered mail, certified mail or private delivery service receipt, (iii) the date personally delivered, or (iii) two business days after the date of mailing of a notice sent by regular mail.
- (b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purpose.
- (c) In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.
- (d) The waiver by a party of any breach of any term, covenant, or condition in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.
- (e) This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.
- (f) This Agreement may be executed in one or more counterparts, any one of which may be considered an original copy.

COVERED ENTITY:

Union Twp Fire Department

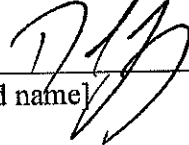
By: 
[Robert Napier]

Title: Fire Chief/Township Administrator

Date: July 28, 2021

BUSINESS ASSOCIATE:


Warren County Board of Commissioners
on behalf of
Warren County Telecommunications

By: * 
[Printed name]

Title: President

Date: 9.14.21

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1262

Adopted Date September 14, 2021

AUTHORIZE ACCEPTANCE OF EQUIPMENT SALE AND PURCHASE AGREEMENT
WITH INDIGITAL ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Warren County Telecommunications provided PO 21001843 on June 7, 2021 for Solacom Controller Refresh; and

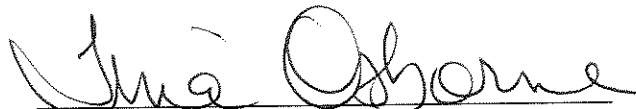
NOW THEREFORE BE IT RESOLVED, to enter into Equipment Sale and Purchase Agreement with INdigital in reference to above purchase on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A—INdigital
Telecom (file)

EQUIPMENT PURCHASE AND SALE AGREEMENT

This Equipment Purchase and Sale Agreement (this "Agreement"), together with any other documents incorporated into this Agreement by reference (including all Exhibits and Schedules to this Agreement, including the General Terms and Conditions of Equipment Sale, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, schedules, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, schedules, attachments, and appendices.

1. Purpose

Sale and installation of Equipment

Type of Agreement/Document

- Original Agreement
 Amendment

2. Parties / Notices:

Seller/ INdigital:

Communications Venture Corporation (d/b/a INdigital)
("INdigital")
1616 Directors Row
Fort Wayne, IN 46808
Fax: (260) 469-4329
E-mail: contracts@indigital.net
Attention: Contract Administration

Purchaser / Customer:

Warren County Board of Commissioners on behalf of Warren County Telecommunications ("Customer" and together with INdigital, the "Parties", and, each, individually, a "Party")
Address: 500 Justice Dr
Lebanon, OH 45036
Phone: (513) 695-1318
E-mail: accountspayable@wcoh.net
Contact Person: Paul Kindell

3. Effective Date

4. Equipment subject to Sale and Installation

See hardware, tools, materials, and equipment listed in Exhibit B ("Equipment") attached to, and incorporated in its entirety by reference into, this Agreement.

5. Purchase Price

\$139,447.63

6. Purchase Price Payment Terms

- 50% within 30 days after the date of execution of the Agreement
- 40% within 30 days after the beginning of the installation

- Remaining 10% after the Acceptance Date

7. Installation Schedule

See Exhibit C attached to, and incorporated in its entirety by reference into, this Agreement.

8. Equipment Delivery Site

Customer's facility (or facilities, if applicable) designated for delivery of Equipment as set forth in Exhibit B attached to, and incorporated by reference into, this Agreement (a "Facility").

9. Title to Equipment; Risk of Loss

Title and risk of loss to all Equipment shall pass to Customer
 shipment
 delivery

of Equipment to a Customer's Facility.

10. Exhibits

- Exhibit A** – General Terms and Conditions of Equipment Sale (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).
- Exhibit B** – Description of Equipment
- Exhibit C** – Installation Schedule and Installation Charges
- Exhibit D** – Scope of Work
- Exhibit E** – Price List
- Exhibit F** – Final Certificate of Acceptance (Form)

11. Other Agreements between Parties

- Support and Maintenance Agreement
- Enhanced 9-1-1 Services Software License Agreement

12. Representative

Name: Larry Stidham


This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

WARREN COUNTY Board of Commissioners

INDIGITAL:

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)


 Name: Dave Young
 Title: President of Board of Commissioners
 Date:

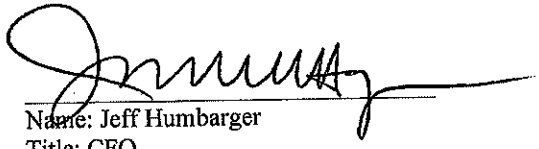

 Name: Jeff Humbarger
 Title: CFO
 Date:

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

1. **Applicability.** These General Terms and Conditions (the "Terms") supplement the related specific Equipment Purchase and Sale Agreement (together with the Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"). These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. INdigital's provision of services, Equipment, or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties". All capitalized terms used, but not otherwise defined, in these Terms shall have the meaning ascribed to them in the Agreement.

2. **No License Grant.** Nothing in the Agreement (including these Terms) grants or shall be construed to grant to Customer any license or any other rights to any software owned or licensed by INdigital in connection with the Equipment.

3. **Purchase Price Payment.** The Purchase Price shall be paid by Customer to INdigital in US dollars by check or wire transfer of immediately available funds to an account designated by INdigital to Customer in writing.

4. **Taxes.** The Purchase Price, the Installation Charges (as defined hereinafter), and other amounts payable by Customer pursuant to the Agreement shall be exclusive of taxes and similar assessments, including the following taxes and charges with respect to the Equipment. However, Customer as a government entity shall not be responsible for sales tax or use tax and shall provide a tax exemption form to INdigital.

5. **Title; Risk of Loss; Security.** Title and risk of loss to all Equipment shall pass to Customer as set forth in Section 9 of the Agreement. The Agreement will constitute a security agreement with respect to all Equipment up to the date of payment of the Purchase Price and Installation Charges in full, and Customer

hereby authorizes INdigital to sign and file on behalf of Customer any financing statements or other documents that may be necessary for INdigital to perfect or maintain such security interest. In furtherance and not in limitation of the foregoing, Customer shall promptly execute and deliver such documentation as may be reasonably requested by INdigital, in proper form, to perfect INdigital's security interest under the applicable statute, law, or regulation. Customer will not cause or permit any other security interest, lien, encumbrance, or claim to attach to any of the Equipment which shall have priority over or be ahead of INdigital's security interest. Until INdigital has received full payment of the Purchase Price and Installation Charges, INdigital shall have all rights and remedies of a secured party under the Uniform Commercial Code and other applicable laws, statutes, codes, and regulations, in addition to all other rights as established in the Agreement, which rights and remedies, to the extent permitted by law, shall be cumulative.

6. **Site Preparation.** Customer shall be responsible for preparing a site suitable for the installation and operation of the Equipment (the "Installation Site"). Specifically, Customer agrees to provide at all times climate controlled facilities at the Installation Site for the proper installation and operation of the Equipment in accordance with the manufacturer's specifications. Customer shall provide all necessary heat, A/C, and electricity, including without limitation backup generator power, where the Equipment will be located within the Installation Site for proper operation of the Equipment. In addition to the foregoing, Customer shall install or cause to be installed all telecommunications and data facilities necessary to properly operate the Equipment which are not specifically provided by INdigital under the Agreement.

7. **Installation.** Upon delivery of the Equipment to the applicable Facility, INdigital shall install the Equipment at the Installation Site at that Facility in accordance with the installation schedule for that piece of Equipment as set forth in Exhibit C attached to, and incorporated by reference into, the Agreement (the "Installation Schedule"), and Customer shall pay to INdigital the fees associated with such installation as set forth in the Installation Schedule (the "Installation Charges"). INdigital

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

shall install the Equipment in a workmanlike manner, consistent in all material respects with the manufacturer's instructions and the scope of work set forth in Exhibit D (the "Scope of Work") attached to, and incorporated by reference into, the Agreement.

8. **Testing; Acceptance.** Upon completion of the Equipment installation, INdigital shall notify Customer in writing that the Equipment has been installed and is ready for use (an "Installation Notice") and shall present Customer with a final certificate of acceptance in the form of Exhibit E to the Agreement for Customer's execution (a "Final Certificate of Acceptance"). Upon its receipt of the Installation Notice, Customer shall have fourteen (14) days to test the Equipment. If, upon completion of such Equipment testing, Customer does not identify any material deficiencies or defects in the Equipment, Customer shall send INdigital a Final Certificate of Acceptance, duly executed by an authorized officer or representative of Customer. If, however, upon completion of such Equipment testing, Customer does identify any material deficiencies or defects in the Equipment in good faith, Customer shall provide INdigital with written notice setting forth in reasonable detail the description of any defect or deficiency in the Equipment that does not meet the Scope of Work (a "Deficiency Notice"). INdigital shall cure any material defect or deficiency set forth in a Deficiency Notice in a timely manner and then issue Customer a new Installation Notice. If Customer does not issue a Deficiency Notice to INdigital within fourteen (14) days after its receipt of an Installation Notice, then the Equipment shall be deemed to meet the Scope of Work and to have been accepted by Customer upon such fourteenth day (the "Acceptance Date"), and Customer shall deliver to INdigital a Final Certificate of Acceptance, duly executed by an authorized officer or representative of Customer.

9. **Manufacturer's Warranty.**

(a) INdigital shall provide Customer with any manufacturer's warranty provided by the manufacturer of the Equipment (the "Manufacturer"), including any warranty relating to defects in material and manufacturing workmanship (the "Warranty"). To the extent provided by the Manufacturer, the Warranty also shall apply to any replacement part. INdigital shall take reasonable steps

to transfer the Warranty directly to the Customer, to the extent requested by the Customer; otherwise, INdigital shall cooperate with Customer in making any claims against the Manufacturer relating to the Warranty, so long as Customer: (i) notifies INdigital in writing of the warranty breach before the expiration of the Warranty; and (ii) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including the payment of all amounts and payments then due and owing).

(b) Notwithstanding anything to the contrary contained in the Agreement, the Terms, or otherwise, Customer acknowledges that the Warranty may not apply with respect to problems arising out of or relating to the following, without limitation: (i) Equipment or any components or parts thereof that are modified or damaged by Customer or any third party; (ii) any operation or use of, or other activity relating to, the Equipment other than as specified in the manuals, instructions, specifications, and other documents and materials issued by the Manufacturer describing the functionality, components, features, or requirements of the Equipment ("Documentation"), including any operation or use of the Equipment with any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation; (iii) any negligence, abuse, misapplication, or misuse of the Equipment, including any Customer use of the Equipment other than as specified in the Documentation; (iv) any delay or failure of performance caused in whole or in part by any Customer's delay or failure to perform its obligations; (v) Equipment that has been subject to unauthorized alteration, modification, or repair; (vi) defects or failures resulting from handling, storage, operation, or interconnection of the Equipment; (vii) failure to continually provide a suitable installation and operational environment at the Facility and/or the Installation Site; or (viii) any other cause beyond the range of normal usage for the Equipment.

10. **Disclaimer of Other Warranties.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9 ABOVE, THE EQUIPMENT AND SERVICES DELIVERED BY INDIGITAL PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS) ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE EQUIPMENT OR ANY SERVICES DELIVERED PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS). WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE EQUIPMENT, THE SERVICES DELIVERED PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS), OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN ADDITION, CUSTOMER HAS SOLE RESPONSIBILITY FOR ANY AND ALL CHANGES THAT MAY BE REQUIRED TO ENSURE FITNESS FOR USE IN CUSTOMER'S APPLICATION AND FOR OBTAINING ALL NECESSARY GOVERNMENTAL AND ANY OTHER CERTIFICATIONS THAT MAY BE REQUIRED FOR CUSTOMER'S OPERATION OF THE EQUIPMENT.

11. General Indemnification.

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

liability from one to the other.

12. Default by INdigital

- (a) The occurrence of any one or more the following events (herein called "**Events of INdigital Default**") shall constitute a default by INdigital under the Agreement:
- (i) Default by INdigital in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after receipt of a written notice of such default from Customer; or
 - (ii) The making of an assignment by INdigital for the benefit of its creditors or the admission by INdigital in writing of its inability to pay its debts as they become due, or the insolvency of INdigital, or the filing by INdigital of a voluntary petition in bankruptcy, or the adjudication of INdigital as bankrupt, or the filing by INdigital of any petition or answer seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of INdigital, any liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing of any answer by INdigital admitting, or the failure by INdigital to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by INdigital to, or acquiescence by INdigital in, the appointment of any trustee, receiver or liquidator of INdigital or of all or any substantial part of the properties of INdigital, or the commission by INdigital of any act of bankruptcy, as amended; or
 - (iii) The failure by INdigital, within sixty (60) days after the commencement of any proceeding against INdigital seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of INdigital, or any trustee, receiver or liquidator

EXHIBIT A

GENERAL TERMS AND CONDITIONS
(EQUIPMENT PURCHASE AND SALE AGREEMENT)

of INdigital or of all or any substantial part of the properties of INdigital, to vacate such appointment.

(b) Upon the occurrence of any one or more Events of INdigital Default, Customer may, in addition to any other rights or remedies available to it at law or in equity (subject to the limitations described in Section 14 of these Terms), terminate the Agreement (including these Terms) immediately upon written notice. INdigital shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Customer on account of such default including all court costs and reasonable attorneys' fees.

13. Default by Customer.

(a) The occurrence of any one or more the following events (herein called "**Events of Customer Default**") shall constitute a default by Customer under the Agreement (including these Terms):

(i) Default by Customer in the payment of any charge payable under the Agreement (including these Terms) as and when the same becomes due and payable and such default continues for a period of fifteen (15) days after written notice of such default from INdigital; or

(ii) Default by Customer in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after written notice thereof from INdigital; or

(iii) Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement; or

(iv) The making of an assignment by Customer for the benefit of its creditors or the admission by Customer in writing of its inability to pay its debts as they become due, or the insolvency of Customer, or the filing by Customer of a voluntary petition in bankruptcy, or the adjudication of Customer as bankrupt, or the filing by Customer of any petition or answer

seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of Customer, any liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing of any answer by Customer admitting, or the failure by Customer to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by Customer to, or acquiescence by Customer in, the appointment of any trustee, receiver or liquidator of Customer or of all or any substantial part of the properties of Customer, or the commission by Customer of any act of bankruptcy; or

(v) The failure by Customer, within sixty (60) days after the commencement of any proceeding against Customer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of Customer, or any trustee, receiver or liquidator of Customer or of all or any substantial part of the properties of Customer, to vacate such appointment.

(b) Upon the occurrence of any Event of Customer Default, INdigital may, in addition to any other rights or remedies available to it at law or in equity, withhold performance or further performance under the Agreement (including these Terms) until all such defaults have been cured or terminate the Agreement (including these Terms) immediately upon written notice. In addition, upon termination of the Agreement (including these Terms) for the default of Customer, INdigital may, at its option, require Customer to disable any Equipment previously installed pursuant to the Agreement (including these Terms). Customer shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by INdigital on account of such default including all court costs and reasonable attorneys' fees.

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

14. Limitation of Liability.

(a) IN NO EVENT WILL INDIGITAL (OR ANY OF ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, OR INDEPENDENT CONTRACTORS) BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER INDIGITAL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, AND INDEPENDENT CONTRACTORS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PURCHASE PRICE AND INSTALLATION CHARGES PAID TO INDIGITAL PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS). THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(c) The remedies of Customer and INDigital set forth in the Agreement (including these Terms) are exclusive and in lieu of all other remedies, express or implied. Except for the remedies provided for in the Agreement (including these Terms), neither INDigital nor its subcontractors shall be liable for any delay or failure of performance of the Equipment or services provided in the Agreement.

15. Force Majeure. In no event will INDigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INDigital's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement (including these Terms) if a Force Majeure Event continues substantially uninterrupted for a period of ninety (90) days or more. In the event of any failure or delay caused by a Force Majeure Event, INDigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Confidentiality.

(a) In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 16(b) of these Terms, "Confidential Information" means information in any form or medium (whether oral,

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

(b) Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' non-compliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

(c) The Receiving Party shall:

(i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);

(ii) except as may be permitted under the terms and conditions of Section 16(c) of these Terms, not disclose or permit access to Confidential Information other than to its representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (B) have been informed of the

confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 16; and (C) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 16;

(iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(iv) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(v) ensure its representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 16.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 16 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its representatives.

(d) If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 16(b) of these Terms; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

assistance required under this Section 16(c), the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

(e) Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section. However, INdigital hereby acknowledges and agrees that Customer as a political subdivision must comply with its records retention policy, and must retain any record deemed under Ohio Law to be a public record in accordance with its record retention policy, and adhering to such record retention policy shall not be a violation of this agreement.

17. General.

(a) *Relationship of the Parties.* The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(b) *Interpretation.* For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and

(v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, schedules, attachments and appendices mean the exhibits, schedules, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

(c) *Headings.* The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

(d) *Entire Agreement.* The Agreement, together with these Terms and any other documents incorporated by reference in the Agreement (including these Terms), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) *Assignment.* Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 17(e) is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

(f) *No Third-Party Beneficiaries.* The Agreement (including these Terms) are for the sole

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

(g) **Amendment and Modification; Waiver.** No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) **Severability.** If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement be consummated as originally contemplated to the greatest extent possible.

(i) **Governing Law; Submission to Jurisdiction.** The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Ohio. Any legal suit,

action or proceeding arising out of or related to the Agreement will be instituted exclusively Warren County Common Pleas Court, Warren County, Ohio, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Section 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

(j) **Waiver of Jury Trial.** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

(k) **Equitable Remedies.** Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 11 (Indemnification) or Section 16 (Confidentiality) of these Terms would cause INDigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INDigital will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(l) **Attorneys' Fees.** Paragraph not used.

(m) **Responsibility for Employees.** Customer shall remain responsible and liable for: (a) the supervision, coordination, and performance of Customer's employees, officers, directors, consultants, agents, independent contractors, and representatives (the "Representatives") in connection with the Agreement; and (b) all acts and omissions of Customer's Representatives, each of which shall be ascribed to the Customer to the same extent as if such acts or omissions were by Customer itself. Any noncompliance by any Customer Representative with the provisions of the Agreement will constitute Customer's breach of the Agreement (including these

EXHIBIT A

GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

Terms). In no event shall Customer, or the principals or employees of Customer, be deemed employees, servants or agents of INdigital, and in no event shall INdigital be liable for the acts of Customer or the principals or employees of Customer. Each Party will be responsible for the payment of compensation to their own employees, including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. The terms and conditions of this Section 17(m) shall survive termination of the Agreement.

(n) *Survival.* The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination of the Agreement, will survive any termination of the Agreement: Sections 10 (Disclaimer of Other Warranties), 11 (Indemnification), 14 (Limitation of Liability), 16 (Confidentiality), and 17 (General) of these Terms.

(o) *Compliance with Laws.* Each Party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under the Agreement.

(p) *Notices.* Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 17(p) will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

EXHIBIT B
DESCRIPTION OF EQUIPMENT

Line	Part Number	Description	QTY
1		Solacom Guardian Controller Hardware Refresh	
		Central Equipment A	
2	P-ENH ADMIN-GB-5YS+	Administrative Server	1
3	P-STD APP-GA-5YS+	Application Server	1
4	P-HDVOIP	High Density 512 Port VoIP Card	1
5	P-IQ500	IQ500 Chassis Kit	1
6	P-SMS4G GTW 1port	Text-from-911 (SMS) Gateway - 1port	1
7	P-FORTIFw-GEO	Fortinet Firewall GEO	1
8	P-ENH MIS-5YS+	Enhanced MIS Server	1
9		Total:	
		Central Equipment B	
10	P-ENH ADMIN-R-GA-5YS+	ADMINISTRATIVE SERVER	1
11	P-STD APP-GB-5YS+	Application Server	1
12	P-IQ500	IQ500 Chassis Kit	1
13	P-HDVOIP	High Density 512 Port VoIP Card	1
14	P-FORTIFw-GEO	Fortinet Firewall GEO	1
15	P-SMS4G GTW 1port	Text-from-911 (SMS) Gateway - 1port	1
16	P-ENH MIS-5YS+	Enhanced MIS Server	1
17		Total:	
		Solacom Support Services	
18	SV-InstRemDaily	Remote Install Services - Daily Rate	1.5
19	SV-ServerSetup	Server Configuration Update	8
20	SV-SiteAudit	System Refresh Audit	1
21	SV-MIS UPI3-G	MIS CDR to i3 Kupgrade Geo-Diverse Server	1
22	SV-MISTR-G	MIS Data Transfer Geo-Diverse Server	1
23	SV-PSUpgrade	Prof Services Refresh & DB Provisioning	1
24	SV-PMDaySd	Secondary Project Management - Daily Rate	1
25	MT-HSGUARD-06	Guardian Hardware Support - Year 6	1
26		Total:	
27		Controller Server Totals:	
		Supplemental Hardware and Services	
Line	Part Number	Description	QTY
28		INdigital Telephony Integration Gateway (TIG)	2
29		Total:	
Line	Part Number	Description	QTY
		Miscellaneous	
30	1200 - Perle ioLAN DS1	Perle ioLAN DS1	5
31	1300 - Cisco 2960 Series Switch	Cisco 2960 Series Switch	8

EXHIBIT C
INSTALLATION SCHEDULE

Installation Schedule:

INDigital shall be responsible to install the Equipment only when Customer has properly prepared the Installation Site at Customer's sole expense in accordance with the Agreement. Customer shall be responsible for having the Installation Site fully ready to receive the Equipment on the estimated delivery date.

NOTE:

Once installation is complete and the system is being used by the PSAP, the second payment milestone of 40% will be invoiced and software and hardware maintenance on the system will begin.

Once the system has been accepted by the customer, they will sign Exhibit F "The form of certificate of acceptance" and the final 10% payment milestone will be invoiced.

EXHIBIT D
SCOPE OF WORK

Executive Summary

This Scope of Work (SOW) is intended to define the scope and schedule of deliverables expected for a backroom hardware refresh for Warren County, Ohio. This will include the upgrade of servers, switches, and TIG servers at the HOST sites (Warren County A-side, and Warren County B-side), and also ethernet switch refreshes at the two REMOTE sites: (City of Franklin, City of Lebanon).

INDigital will replace existing server and switch hardware at each HOST location:

1. Warren HOST A-side
 - a. Administrative server
 - b. Application Server
 - c. IQ500 chassis with VoIP card
 - d. Enhanced MIS Server (Higher Ground)
 - e. Two Cisco 2960 switches
 - f. Two Pearl 1-port
 - g. INDigital TIG server
2. Warren HOST B-side
 - a. Administrative server
 - b. Application Server
 - c. IQ500 chassis with VoIP card
 - d. Enhanced MIS Server (Higher Ground)
 - e. Two Cisco 2960 switches
 - f. One Pearl 1-port
 - g. INDigital TIG server
3. Lebanon City PD
 - a. Two Cisco 2960 Switches
 - b. One Pearl 1-port

INDigital will need to replace equipment at each HOST site by first directing all traffic and answering position connectivity to the other site controller and then performing the actual equipment replacement and reconfiguration of the idle side controller. Config files should be able to be saved and reloaded from the old equipment to the new as needed. INDigital has purchased some remote services from Solacom as it relates to this process specifically to deal with data migration from the old MIS server to the new as we have been instructed that this is a more involved and time-consuming process.

The services purchased from Solacom include:

Quantity	Part Number	Description
1.5	SV-InstRemDaily	Remote install Services-Daily rate
8	SV-ServerSetup	Server Configuration Update
1	SV-SiteAudit	System Refresh Audit
1	SV-MIS UPi3-G	MIS CDR to I3Kupgrade Geo-Diverse Server
1	SV-MISTR-G	MIS Data Transfer Geo-Diverse Server
1	SV-PSUpgrade	ProfServices Refresh & DB Provisioning
1	SV-PMDaySd	SecondaryProject Management- Daily Rate

EXHIBIT E
PRICE LIST

Line	Part Number	Description	QTY	Item	Extended
1		Siacom Guardian Controller Hardware Refresh			
		Central Equipment			
2	P-ENH ADMIN-G8-SYS+	Administrative Server	1	\$6,997.33	\$6,997.33
3	P-STD APP-GA-SYS+	Application Server	1	\$6,800.00	\$6,800.00
4	P-HDVOIP	High Density 512 Port VoIP Card	1	\$18,761.33	\$18,761.33
5	P-IQ500	IQ500 Chassis Kit	1	\$5,509.33	\$5,509.33
6	P-SMS4G GTW 1port	Text-from-911 (SMS) Gateway - 1port	1	\$1,274.67	\$1,274.67
7	P-FORTIPW-GEO	Fortinet Firewall GEO	1	\$997.33	\$997.33
8	P-ENH MIS-SYS+	Enhanced MIS Server	1	\$6,453.33	\$6,453.33
		Total:			\$46,793.33
		Central Equipment			
10	P-ENH ADMIN-R-GA-SYS+	ADMINISTRATIVE SERVER	1	\$6,997.33	\$6,997.33
11	P-STD APP-G8-SYS+	Application Server	1	\$6,800.00	\$6,800.00
12	P-IQ500	IQ500 Chassis Kit	1	\$5,509.33	\$5,509.33
13	P-HDVOIP	High Density 512 Port VoIP Card	1	\$18,761.33	\$18,761.33
14	P-FORTIPW-GEO	Fortinet Firewall GEO	1	\$997.33	\$997.33
15	P-SMS4G GTW 1port	Text-from-911 (SMS) Gateway - 1port	1	\$1,274.67	\$1,274.67
16	P-ENH MIS-SYS+	Enhanced MIS Server	1	\$6,453.33	\$6,453.33
		Total:			\$46,793.33
		Siacom Support Services			
18	SV-InstRemDally	Remote Install Services - Dally Rate	1.5	\$1,733.33	\$2,600.00
19	SV-ServerSetup	Server Configuration Update	8	\$320.00	\$2,560.00
20	SV-SiteAudit	System Refresh Audit	1	\$5,200.00	\$5,200.00
21	SV-MIS UPI3-G	MIS CDR to I3 Kupgrade Geo-Diverse Server	1	\$1,114.67	\$1,114.67
22	SV-MISTR-G	MIS Data Transfer Geo-Diverse Server	1	\$1,114.67	\$1,114.67
23	SV-PSUpgrade	Prof Services Refresh & DB Provisioning	1	\$3,000.00	\$3,000.00
24	SV-PMDay5d	Secondary Project Management- Dally Rate	1	\$644.00	\$644.00
25	MT-HSGUARD-06	Guardian Hardware Support - Year 6	1	\$935.55	\$935.55
		Total:			\$17,168.88
		Siacom Support Services			
27		Siacom Support Services			
		Total:			\$110,755.54
		Supplemental Hardware and Services			
Line	Part Number	Description	QTY	Item	Extended
28		INDigital Telephony Integration Gateway (TIG)	2	\$6,400.00	\$12,800.00
		Total:			\$12,800.00
Line	Part Number	Description	QTY	Item	Extended
		Miscellaneous			
30	1200 - Perle iLAN DS1	Perle iLAN DS1	5	\$206.77	\$1,033.85
31	1300 - Cisco 2960 Series Switch	Cisco 2960 Series Switch	8	\$1,388.53	\$11,108.24
		Total:			\$12,142.09
		INDIGITAL WAPDR COMPONENTS			
33		Installation, Configuration and Testing	1	\$3,750.00	\$3,750.00
		Total:			\$3,750.00
		Total Supplemental:			\$28,692.09
36		Total Investments			\$139,447.63

NOTE:

Reference Warren County PO #21001843 dated 06/07/2021

EXHIBIT F
FORM OF CERTIFICATE OF ACCEPTANCE

FINAL CERTIFICATE OF ACCEPTANCE
FOR PURCHASE OF EQUIPMENT

Dated September 14, 2021.

In compliance with the terms, conditions and provisions of the Equipment Purchase and Sale Agreement dated 9-14, 2021 (the "Agreement"), by and between the undersigned ("Customer") and Communication Venture Corporation (d/b/a INdigital) ("INdigital"), Customer hereby:

- (a) certifies and warrants that all equipment described in the above-referenced Agreement (the "Equipment") is delivered, inspected, fully installed and operational as of the Acceptance Date, as indicated and defined below;

- (b) accepts all of the Equipment for all purposes under the Agreement and all attendant documents as of this 14 day of September, 2021 (the "Acceptance Date").

CUSTOMER:

*

Printed Name:

Title:



David G. Yang

President

Resolution

Number 21-1263

Adopted Date September 14, 2021

APPROVE EXTENSION OF THE PROFESSIONAL SERVICE AGREEMENT WITH T.P. MILLER AND ASSOCIATES, LLC, AND THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, Resolution Number 21-0488 approved and entered into a Professional Service Agreement with T.P. Miller and Associates, LLC, to provide Professional Services for the Area 12 Workforce Development Board; and

WHEREAS, the Board of County Commissioners and T.P. Miller and Associates, LLC mutually desire to continue said services June 1, 2021 through September 30, 2021; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the extension which extends the contract with the said Provider through September 30, 2021, copy of said extension is attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – T.P. Miller and Associates LLC
Area 12 WIB (file)

T.P. Miller & Associates, LLC Agreement Extension

WHEREAS, Resolution Number 21-0488 approved and entered into a Service Agreement with T.P. Miller & Associates, LLC, beginning November 1, 2020, and ending May 30, 2021, to deliver Planning and Organizational Development Assistance services for the Area 12 Workforce Development Board; and

WHEREAS, Area 12 Workforce Development Board and T.P. Miller & Associates, LLC agree to allow an extension to said service agreement with the contract ending September 30, 2021; and

WHEREAS, WIBBCW or provider/vendor may terminate this contract/subgrant agreement for convenience upon 30 days written notice to the other; and

WHEREAS, The WIBBCW reserves the right to unilaterally amend this Agreement to be in compliance with 2 CFR 200 required contract elements; and

WHEREAS, the Board of County Commissioners and T.P. Miller & Associates, LLC, mutually desire to continue services through September 30, 2021; and

NOW THEREFORE BE IT RESOLVED, that the "T.P. Miller & Associates, LLC Agreement" approved pursuant to Resolution Number 21-0488 not to exceed the amount of \$4,500.00



Chair
BCW/Workforce Board

Contract Recipient

8.4.21

Date

Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Keith Anderson, Asst. Prosecutor

T.P. Miller & Associate , LLC Agreement Extension

WHEREAS, Resolution Number 21-0488 approved and entered into a Service Agreement with T.P. Miller & Associates, LLC, beginning November 1, 2020, and ending May 30, 2021, to deliver Planning and Organizational Development Assistance services for the Area 12 Workforce Development Board; and

WHEREAS, Area 12 Workforce Development Board and T.P. Miller & Associates, LLC agree to allow an extension to said service agreement with the contract ending September 30, 2021; and

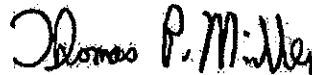
WHEREAS, WIBBCW or provider/vendor may terminate this contract/subgrant agreement for convenience upon 30 days written notice to the other; and

WHEREAS, The WIBBCW reserves the right to unilaterally amend this Agreement to be in compliance with 2 CFR 200 required contract elements; and

WHEREAS, the Board of County Commissioners and T.P. Miller & Associates, LLC, mutually desire to continue services through September 30, 2021; and

NOW THEREFORE BE IT RESOLVED, that the "T.P. Miller & Associates, LLC Agreement" approved pursuant to Resolution Number 21-0488 not to exceed the amount of \$4,500.00

Chair
BCW/Workforce Board



Contract Recipient

August 20, 2021

Date

Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Keith Anderson, Asst. Prosecutor

FISCAL AGENT EXECUTION

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

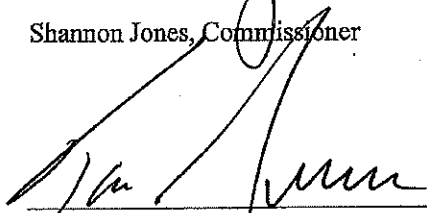
Warren County Board of County Commissioners



David Young, Commissioner

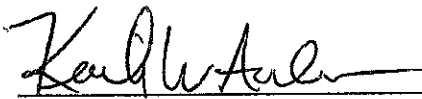


Shannon Jones, Commissioner



Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1264

Adopted Date September 14, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/7/21 and 9/9/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor ____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1265

Adopted Date September 14, 2021

APPROVE VARIOUS RECORD PLATS

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


- Snook Valley Acres Alternative Plat – Union Township

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1266

Adopted Date September 14, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFFS' OFFICE FUND
#11012200

BE IT RESOLVED, to approve the following supplemental appropriation for the purchase of a
SWAT vehicle by the Sheriff's Office:

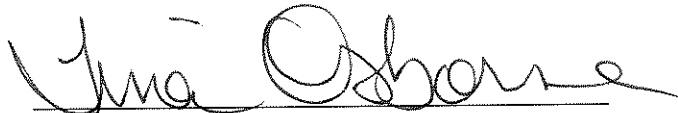
\$320,325.00 into #11012200-5310 (General Fund – Vehicles Capital Outlay)

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Supplemental App. file
OMB (file)
Sheriff (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1267

Adopted Date September 14, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO LOCAL FISCAL RECOVERY FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriations for Sheriff's Office payroll and Common Pleas Courtroom upgrade expense adjustments:

\$ 525,290.00	into	#22111110-5102	(Loc Fiscal Rec – Regular Salaries)
\$ 73,541.00	into	#22111110-5811	(Loc Fiscal Rec – PERS)
\$ 80,030.00	into	#22111110-5820	(Loc Fiscal Rec – Health & Life Ins)
\$ 7,477.00	into	#22111110-5871	(Loc Fiscal Rec – Medicare)
\$ 50,900.00	into	#22111110-5321	(Loc Fiscal Rec – DT BD Appr Cap BOCC)
\$ 3,395.00	into	#22111110-5400	(Loc Fiscal Rec – Purchased Services)

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Supplemental Appropriation file
OMB (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1268

Adopted Date September 14, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #11011220 in order to process a vacation leave payout for Sarah Foster former employee of Common Pleas Court:

\$4,912.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011220-5882	(Common Pleas Court - Vacation Leave Payout)

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1269

Adopted Date September 14, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES OFFICE FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Office Fund #11012850 in order to process a vacation leave payout for Emily Schuler former employee of Emergency Services:

\$356.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(EMS Dispatch - Vacation Leave Payout)

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Emergency Services (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1270

Adopted Date September 14, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND 2202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000	from	#22023120-5400	(Purchased Services)
	into	#22023120-5840	(Unemployment Compensation)

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1271

Adopted Date September 14, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND 5590

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,000 from #55903090-5400 (Purchased Svc.)
 into #55903090-5820 (Health & Life Ins.)

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1272

Adopted Date September 14, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	WILLIAM E SMITH	DRILLED PIER WALL PROJECTS	\$ 153,287.00
JUV	BUTLER BEHAVIORAL HEALTH SERVS	PSYCHIATRIC SERVICES	\$ 1,000.00
FAC	EQUIPMENT DEPOT OHIO INC	PERSONNEL LIFTS NEW JAIL	\$ 35,915.52
FAC	CDW LLC	ELECTRONIC EQUIPMENT NEW JAIL	\$ 7,393.50
FAC	CDW LLC	ELECTRONIC EQUIPMENT NEW JAIL	\$ 12,176.76
TEL	MARKETING SALES SOLUTIONS INC	TEL TELEPHONE EQUIPMENT	\$ 5,251.00
FAC	CDW LLC	ELECTRONIC EQUIPMENT NEW JAIL	\$ 10,599.30
TEL	ZOLL DATA SYSTEMS INC	FRMA & EPCR MIGRATION AND UPGRADES	\$ 1,500.00
SHE	LENCO ARMORED VEHICLES	ARMORED SWAT VEHICLE	\$ 320,323.10

9/14/2021 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 21-1273

Adopted Date September 14, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WCSO FUNDS #1101

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

\$430,151.76	from	11012210 5102	SHRF DET REGULAR SALARIES
	into	11012210 5410	CONTRACTS BOCC APPROVED

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

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

Resolution adopted this 14th day of September 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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