

MONDAY December 30, 2019 @ 3:03 P.M.
COMMISSIONER'S COURTROOM
COMMISSIONER MEETING
100 W. MAIN STREET
MUNCIE, IN 47305
PLEDGE TO FLAG

ORIGINAL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggin
Mr. John Brooke, County Attorney
Mr. Steven Craycraft, absent

AGREEMENT WITH ENTERPRISE

Mr. John Brooke, Attorney, presented software services contract through Dell.

Mr. Jim Flook, IT Director, presented the Microsoft agreement that has been renegotiated with Dell for licensing. This is a 3-year Enterprise agreement. This was paid through an appropriation.

Mr. Brooke and the Commissioners recommended that this cost be placed in the 2021 budget.

Mr. Jeff McCurdy, American Structure Point, presented the information about licensing, this includes 30 licenses and updates (cloud and Microsoft platform).

MOTION: Commissioner Henry made a motion to approve EA software agreement with Dell/Enterprise Product/Microsoft.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Henry, President Riggin

December 26, 2019

NOTICE OF COUNTY COMMISSIONERS' SPECIAL MEETING

The Board of Commissioners of Delaware County will meet in a special session:

Monday, December 30, 2019

At 3:00 p.m.

In the Commissioner's Courtroom

At the Delaware County Courthouse

100 W. Main Street, Muncie, IN 47305

Room 309A

The purpose of the meeting shall be for the consideration, review and action on the Enterprise Agreement with Dell Computers for computer software for the County's information technology.


Sherry Diggin, President
Delaware County Board of Commissioners

MOTION: Commissioner King made a motion to recess.

SECOND: Commissioner Henry

YEAS: Commissioner King, Commissioner Henry, President Riffin



Commissioner Sherry Riffin



Commissioner James King



Commissioner Shannon Henry





Volume Licensing

Enterprise
Sub 250 Program
Amendment ID W29

Enrollment Number

5661967

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD-ROMs as part of the Enrollment and therefore no CD-ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD-ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.



By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid:



Volume Licensing

Program Signature Form

MBAMBSA number

Agreement number

01E73650

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.


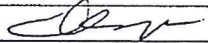
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Product Selection Form	0903717.004 (New)
Amendment	W29 (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Delaware County
Signature*	<i>Sherry R. Ragan</i>
Printed First and Last Name*	Sherry Ragan
Printed Title	Pres. of Commissioners
Signature Date*	Dec 30, 2019
Tax ID	35-6000140

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature 	Microsoft Corporation
Printed First and Last Name	DEC 31 2019
Printed Title	Chonsue Kim
Signature Date (date Microsoft Affiliate countersigns)	Duly Authorized on behalf of Microsoft Corporation
Agreement Effective Date (may be different than Microsoft's signature date) 12-31-19	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

5661967

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.