

IN THE MATTER OF AUTHORIZING THE LEASE OF A KONICA MINOLTA BIZHUB C258 COPIER FROM PERRYPROTECH FOR THE AUGLAIZE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, PerryproTech was contacted about the lease of said copier for the Auglaize County Office of Homeland Security and Emergency Management; and,

WHEREAS, it was determined that the Konica Bizhub C258 color printer/copier/scanner would best fit the need of the Auglaize County Homeland Security and Emergency Management Office; and,

WHEREAS, a quotation was submitted to the Board of County Commissioners by PerryproTech for the monthly lease for said copier for so stated office in the amount of \$199.00 for said Konica Bizhub C258 printer/copier/scanner to the Board of County Commissioners.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize a 0%, 60 month fair market value lease agreement from PerryproTech and does authorize the monthly lease of the Konica Bizhub C258 printer/copier/scanner for the Auglaize County Homeland Security and Emergency Management Office; and,

BE IT FURTHER RESOLVED that the Board does authorize the President of the Board to execute said lease agreement; and,

BE IT STILL FURTHER RESOLVED that the Auglaize County Office Homeland Security and Emergency Management will process the payment out of the it's budget.

Commissioner Bergman seconded the Resolution and upon the roll being called. The vote resulted in the adoption of the Resolution as follows:

Adopted this
6th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: PerryproTech
EMA

QUICK AGREEMENT

The words **Lessee, you and your** refer to **Customer**. The words **Lessor, we, us and our** refer to **Perry proTECH**.

CUSTOMER INFORMATION

FULL LEGAL NAME County of Auglaize			STREET ADDRESS 209 S Blackhoof St	
CITY Wapakoneta	STATE OH	ZIP 45895	PHONE 419-739-6715	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS 209 S Blackhoof St. Room 206	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) Auglaize County Office of Homeland Security and Emergency Management, 209 S Blackhoof St Room 206 Wapakoneta OH 45895				

EQUIPMENT DESCRIPTION

☒ See the attached Schedule "A" ☐ See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

The lease contract payment ("Payment") period is monthly unless otherwise indicated

* plus applicable taxes

Term **60** months **60** Payments* of \$ **199.00**Payment includes **1,000** B&W clicks per monthExcess Click Charge billed **monthly** at \$ **0.011200** per B&W click*Payment includes **0** Color clicks per monthExcess Click Charge billed **monthly** at \$ **0.086000** per Color click*

By initialing here, you agree that service and supplies are not included in this Agreement

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the current market value of the Equipment. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Perry proTECH

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Upon signing below, your promises here in will be irrevocable and unconditional in all respects.

County of Auglaize

FULL LEGAL NAME OF CUSTOMER (as referenced above)

SIGNATURE

DATED

FEDERAL TAX I.D. # 34-6400073

PRINT NAME

TITLE

CONTINUING GUARANTEE

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligation arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete, and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this Guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Owner or Owner's assignee related to this Guaranty and the Agreement. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

GUARANTOR

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

County of Auglaize

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATE OF DELIVERY

APPLICATION NO.

244 7038

AGREEMENT NO.

QUICK AGREEMENT

SCHEDULE A

This Schedule "A" is to be attached to and become part of the Equipment Description for the Agreement dated _____
by and between the undersigned and **Perry proTECH**.

EQUIPMENT DESCRIPTION

NOT FINANCED UNDER

THIS AGREEMENT

SERIAL NO.

STARTING METER

MAKE / MODEL / ACCESSORIES

Konica / **A7R0011** / bizhub C258 Color MFP

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

County of Auglaize

X *Douglas A. Gene*

Commissioner

11/6/18

CUSTOMER

SIGNATURE

TITLE

DATED

Perry proTECH Software Solutions General Terms and Conditions:

1. Perry proTECH by its acceptance hereof, agrees to furnish to the named client (hereinafter referred to as "client") the described Network Services (hereinafter referred to as "Agreement") on the following terms at the location indicated.
2. Network Services are professional services rendered on-site or through remote communication methods by Perry proTECH for Clients requesting assistance with configuring, installing, troubleshooting, upgrading, securing, supporting the computer software and hardware systems covered under this Agreement. Client hereby authorizes the Perry proTECH remote access to the system.
3. Professional Services hours purchased by the client expire in 12 months from the date of purchase.
4. All work shall be performed in a workmanlike and professional manner.
5. Perry proTECH shall have the right to determine the method, details, and means of performing the work to be performed for Client. When work is performed at Client's premises, Client shall provide a work environment which is clean, safe and conducive to providing the required services.
6. Client agrees to remit payment to Perry proTECH promptly for all third party products purchased by Perry proTECH on behalf of the client as required by the terms stated on the Perry proTECH invoice document.
7. Software Maintenance fee increases by third party software providers shall be passed on to Client.
8. Client will not withhold payment of any amounts or otherwise default under this Agreement by reason of any claim that Perry proTECH has failed to perform its obligation hereunder, unless Client provides Perry proTECH with written notice of the specific alleged failure and provides Perry proTECH thirty (30) days from receipt of certified mail to Perry proTECH's address shown on the billing invoice to substantially cure said failure.
9. Client shall pay all collection costs incurred by Perry proTECH in the collection of any amount due hereunder, and in the recovery of any property pursuant to or in the enforcement of rights against the Client, including attorney's fees and costs, whether or not suit is brought.
10. Perry proTECH shall not be liable to Client for any failure or delay caused by events beyond Perry proTECH's control, including, without limitation, Client's failure to furnish necessary information; sabotage; failures or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; Clients damage to equipment; shortages or labor, fuel, raw materials, or equipment; technical or power failures or fluctuations.
11. Perry proTECH will not be responsible for indirect, incidental, or consequential damages including but not limited to lost profits or damages arising out of use or inability to use the computer equipment or lost data. Perry proTECH's aggregate maximum liability relating to services under this Agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to Perry proTECH for the portion of its services or work products giving rise to liability. Neither Client nor Perry proTECH will be liable to the other for consequential or punitive damages (including lost profits or savings) even if aware of their possible existence.
12. Client will indemnify Perry proTECH and hold Perry proTECH harmless from and against any and all third party claims, demands, actions, losses, liabilities, cost and expenses (including reasonable attorney's fees and costs) arising out of or resulting from the Client's use of the system, the performance or lack of performance of Client, or any of Client's activities under this Agreement except to the extent caused by Perry proTECH's gross negligence or intentional misconduct.
13. Perry proTECH makes no guarantee as to system uptime, nor can Perry proTECH predict failures or events that may impact client systems. Perry proTECH is not responsible for lost data. Client acknowledges its sole responsibility to and agrees to regularly back-up the system.
14. Client agrees not to directly solicit the employees of Perry proTECH or its affiliates for employment. Except upon payment to Perry proTECH of a fee of one (1) years compensation for said employee by cash or certified check, Client shall not hire or accept or retain as an employee or independent contractor any employee or representative of Perry proTECH. The parties agree that the said sum of one (1) years compensation is paid Perry proTECH as full and adequate consideration for the loss of services of such employee.
15. This Agreement shall be governed by the laws of the State of OH and constitutes the entire Agreement between Perry proTECH and Client with respect to furnishing of services hereunder. No provision of the Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in the writing by the party against whom it is sought to enforce the waiver, amendment or modification. Any action arising from the terms of this Agreement shall be brought solely in the courts of Allen County, OH.
16. Each party will keep confidential any financial, statistical, business, technical, copyrighted or confidential or proprietary information of the other party which may be accessed or submitted by one party to the other (including the price paid for product and/or services, any discounts, any special payment terms, and any other negotiated terms of this Agreement). And each party agrees to keep such information confidential by using the same care and discretion that is uses with similar confidential and proprietary information of its own and will instruct its personnel to do so.
17. Prevailing labor rates are included in Agreement and are subject to change from time to time at the discretion of Perry proTECH.
18. All Perry proTECH services are billed on a time and materials basis at the then prevailing hourly labor rate, unless otherwise specified in a separate Statement of Work or included in the Professional Services time allocated.
19. Perry proTECH and Client shall determine the schedule of work and will use best efforts to accommodate work schedule requests. Once work is scheduled and confirmed by Client, should Client cancel or postpone the work within three (3) business days of the start date, a cancellation fee may be charged. The cancellation fee, to be determined by Perry proTECH.
20. For any project exceeding eight (8) hours to complete, Perry proTECH may require that Client sign a separate Statement of Work, which shall be appended to this Agreement and incorporated herein. The Statement of Work will set forth the specific services to be provided, the deliverables, the project duration/schedule, the fee for services rendered, and any other pertinent details. Any changes to the project after the Statement of Work has been signed shall require a written Change Order signed by the parties. In executing a Statement of Work, Client understands that the Terms of this Agreement will apply, except as specifically and expressly stated in said Statement of Work.
21. Perry proTECH shall not be obligated to perform or provide services as called for in this Agreement unless the Client is current with all payments due to Perry proTECH under this or any other agreement with the Perry proTECH.

Client Initials DAS Date 11/6/18

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

General Fund:

Amount:	From:	To:
\$ 55,000.00	001.1401.536600 (Health Ins.)	001.1401.536100 (Co. Building Ins)

Veterans Finance:

Amount:	From:	To:
\$ 244.90	001.0903.510100 (Official Salary)	001.0903.510200 (Employee Salary)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
6th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>Douglas A. Spencer</u>	<u>Yes</u>
Douglas A. Spencer	
<u>Don Regula</u>	<u>yes</u>
Don Regula	
<u>John N. Bergman</u>	<u>yes</u>
John N. Bergman	

cc/ County Auditor
✓ County Administrator
✓ Veterans Service Commission – Rob Wiss

County Commissioners' Office
Allen and Auglaize County, Ohio
November 6, 2018 Resolution #714-18

RE: JOINT BOARD OF ALLEN AND AUGLAIZE COUNTY COMMISSIONERS
APPROVES CHANGE ORDER #1 WITH TURF CONCEPTS FOR THE
CONSTRUCTION OF THE ARTHUR JOINT COUNTY DITCH PROJECT #1329.

The Joint Board of County Commissioners of Allen and Auglaize County, Ohio met in regular session via phone conference on the 6th day of November, 2018 with the following members present:

Allen County:	Greg Sneary	<u>present</u>
	Jay Begg	<u>present</u>
	Cory Noonan	<u>present</u>
Auglaize County:	John Bergman	<u>present</u>
	Donald Regula	<u>present</u>
	Douglas Spencer	<u>present</u>

Commissioner Begg moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Resolution #514-18 dated August 9, 2018, the Joint Board of Allen and Auglaize County Commissioners approved a resolution to enter into contract with Turf Concepts for the construction of the Arthur Joint County Ditch Project #1329 in the amount of \$17,730.00; and

WHEREAS, Nathan Davis, Allen County Assistant Drainage Engineer, has submitted for approval Change Order #1 as follows:

- See attached Change Order #1 Add - \$2,608.00

WHEREAS, the Joint Board of Allen and Auglaize County Commissioners deems this request to be in order and hereby approves same; now therefore

BE IT RESOLVED THAT THE JOINT BOARD OF COUNTY COMMISSIONERS OF ALLEN AND AUGLAIZE COUNTY, OHIO, hereby approves Change Order #1, as attached hereto and made a part hereof, with Turf Concepts for the construction of the Arthur Joint County Ditch Project #1329; and be it further

BE IT RESOLVED, hereby authorizes an increase to the contract of \$2,608.00, changing the value of the contract from \$17,730.00 to \$20,338.00.

Commissioner Bergman seconded the resolution and upon the roll being called, the vote resulted as follows:

Adopted this 6th
day of November, 2018

**BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY, OHIO**

Greg Sneary yes

Jay Begg yes

Cory Noonan yes

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

_____, yes
John Bergman

_____, yes
Donald Regula

_____, yes
Douglas Spencer

Kelli A. Singhaus
Kelli A. Singhaus
Clerk of Board
Allen County, Ohio