

**BEAVERCREEK TOWNSHIP
AGENDA PACKET
REGULAR TRUSTEES' MEETING
MONDAY SEPTEMBER 26, 2016
1:00 P.M.**



Agenda: Pages 2-3

Prescheduled Speaker: Page 4

- Greene County Public Library

Administrator: Pages 5-25

- Miami County Shared Service Agreement Pages 5-8
- Request for Proposal Information Technology Management Pages 9-17
- Greene County Sheriff's Office: Pages 18-25
 - Biweekly/Year to Date Analysis Report

Human Resources: Pages 26-27

- Biweekly Report

Information Technology: Pages 28-78

- Purchase Request – MaaS360 Mobile Management Software Renewal Pages 28-57
- Purchase Request – In Motion Service Agreement Pages 58-65
- Purchase Request – Hardware upgrade Bandwidth increase (DataYard) Pages 66-75
- Biweekly Activity Report Pages 76-78

Road: Pages 79-96

- HVAC agreement Pages 79-95
- Biweekly Report Pages 96

Fire: Pages 97-100

- Biweekly Activity Report

Fiscal Officer: Pages 101-106

- 2107 Tax Budget Amounts and Rates

Regular Trustees' Meeting

Monday, September 26, 2016, at 1:00 p.m.

Community Room, Lower Level of Fire Station #61, 2195 Dayton-Xenia Road, Beavercreek, OH 45434

Pledge of Allegiance - Moment of Silence

- Approve Agenda for the September 26, 2016, Meeting
- Approve the September 28, 2016, Payroll in the amount of
- Approval of Bills in the amount of

Prescheduled Speaker:

- Greene County Public Library

Citizens Desiring to Speak (Each Speaker is Limited to 3 Minutes)

Old Business:

- None

New Business:

- None.

Administrator:

- Miami County Shared Service Agreement
- Request for Proposal Information Technology Management
- Greene County Sheriff's Office:
 - Biweekly/Year to Date Analysis Report
- U.S. 35 Superstreet
- Request to Schedule Special Meeting
 - Trustee Zoning Meeting Case# 798
 - Permissive Motor Vehicle License Tax
 - Standards of Coverage

Human Resources:

- Biweekly Report

Zoning:

- No Report

Information Technology:

- Purchase Request – MaaS360 Mobile Management Software Renewal
- Purchase Request – In Motion Service Agreement
- Purchase Request – Hardware upgrade Bandwidth increase (DataYard)
- Biweekly Activity Report

Road:

- HVAC agreement
- Biweekly Report

Fire:

- Biweekly Activity Report

Legal Advisor:

Trustees:

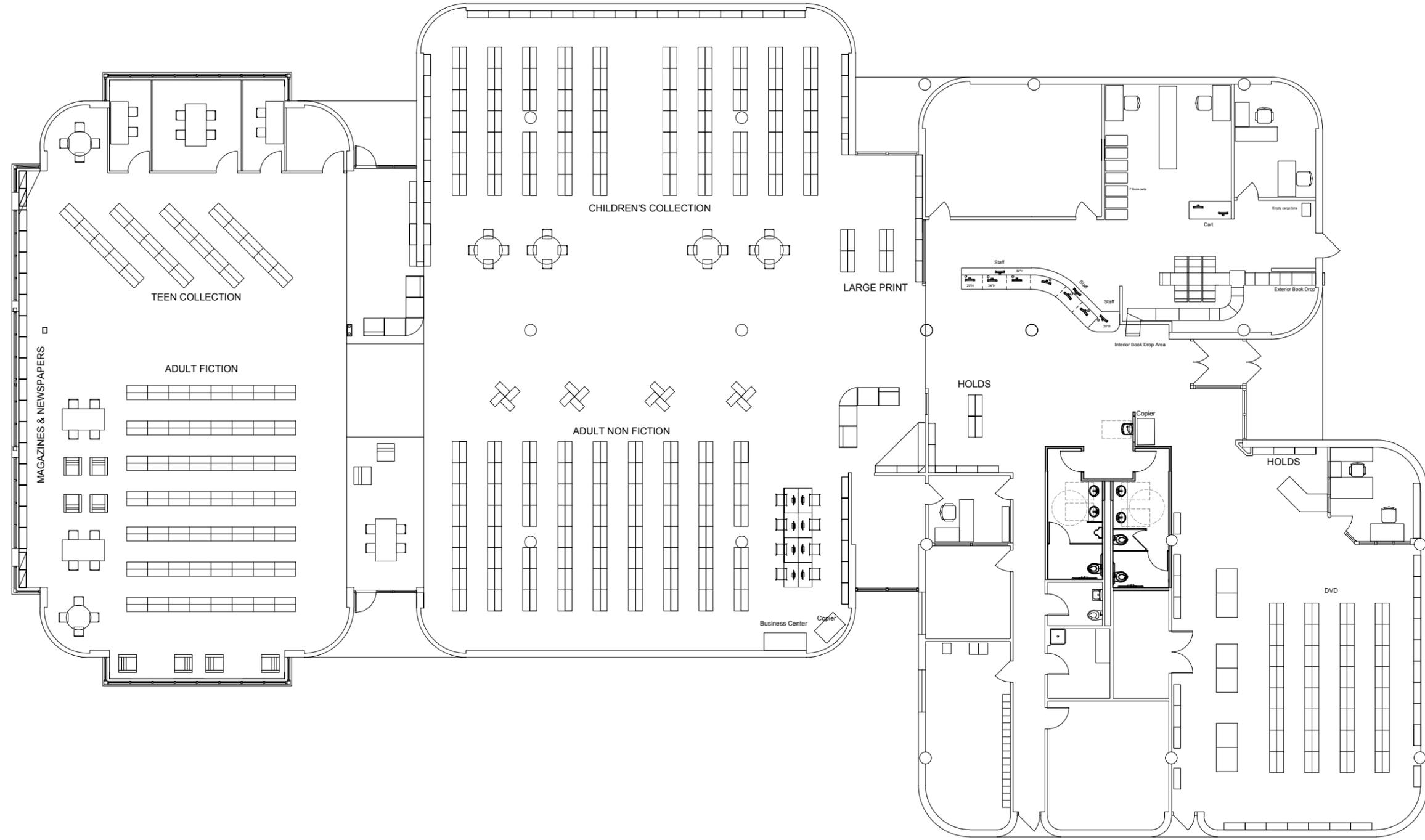
Fiscal Officer:

- 2107 Tax Budget Amounts and Rates

Executive Session:

- Ohio Revised Code Section 121.22(G)(1) To consider the employment, dismissal, discipline and compensation of a public employee.
- Ohio Revised Code section 121.22(G)(3) Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

Adjourn



1 PROPOSED PLAN
 - SCALE: 1/16"=1'-0"

GREENE COUNTY PUBLIC LIBRARY
 BEAVERCREEK BRANCH
 FURNITURE PLAN
 Scale: 1/16"=1'-0"
 9.13.16

Beaver Creek Library Proposed Floor Plan

FILE LOCATION : X:\2016 Projects\2016 K4 Architecture\16-2064 Beaver Creek Community Library\Design\ PLOT DATE: Sep 13, 2016-2:58PM

FILENAME: 16-2005 Beaver Creek BASE.dwg

ISSUE DATE: 09/13/16

3618 Dayton Xenia Road

K4 ARCHITECTURE, LLC
 555 Gest Street
 Cincinnati, Ohio 45203
 Tel: (513) 455-5005
 Fax: (513) 455-5008



AGREEMENT FOR USE OF COMMUNICATIONS SERVICE MONITOR AND ACCESSORIES FOR RADIO EQUIPMENT REPAIR AND MAINTENANCE

This is an agreement by and between Miami County (“County”), 201 W Main St, Troy, Ohio, and Beaver Creek Township (“Township”), 851 Orchard Lane, Beaver Creek, Ohio entered into on the date of the final approval of this agreement by both parties.

WHEREAS, the Township has a communications service monitor and accessories stored at 851 Orchard Lane, Beaver Creek, Ohio; and,

WHEREAS, the County has the desire to rent the communications service monitor and accessories for the purpose of testing and troubleshooting radio communications equipment for use with the Ohio multi agency radio communications system (MARCS);

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the County and Township hereby agree as follows:

1. The Township will allow the County to rent its communications service monitor and accessories. The Township will provide:
 - a. One Aeroflex model 3920 communications service monitor or equivalent; and
 - b. One antenna test cable and adapter set; and
 - c. Two USB programming cables for Motorola APX subscriber radios.

Any additional cabling and incidentals necessary for the operation of the equipment shall be provided by the County at their own expense.

2. The County will compensate the Township \$250.00 annually for up to 4 weeks of scheduled equipment usage. The County will provide:
 - a. Coverage of damage to rented equipment;
3. Rental dates of the equipment by the county shall be subject to prior approval by the Township. Scheduling will be done by request to Township Fire Administration and be placed on the resource’s calendar.
4. The County shall pick up and return equipment to 851 Orchard Ln, Beaver Creek, OH unless other arrangements are made in advance.
5. The County may rent the communications equipment for additional time at a rate of \$20.00 for each additional day beyond the original 4 weeks. Additional time will be scheduled as previously identified.

6. In case emergency use of the equipment is needed by either the Township or the County, each will provide a 24 hour contact so that arrangements for emergency use can be made.
7. The County assumes all risk of any damage to Township equipment while in the County's possession except due to negligence or intentional acts or omissions of a Township contractor or employee.
8. Each party agrees that access to their respective NOC is restricted and monitored with appropriate environmental controls and power protection (UPS). Neither party will access computer equipment hosted by the other without written consent. Each party assumes all risk for any computer equipment or data located at each NOC and is solely responsible for accessing, classifying and protecting said data; and agrees to hold the other party harmless unless a loss is due to the negligence of the other's contractor or employee.
9. Each party may terminate this agreement at any time by providing 90 days advanced notice. Such notice must be in writing or via electronic mail to the designated contact for the other party.
10. This agreement may only be amended in writing after approval by the Board of County Commissioners of Miami County, or its County Administrator on their behalf, and the Board of Trustees for Beaver Creek Township, or its Township Administrator, on their behalf.
11. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other. Moreover, nothing in this Agreement shall be construed to limit any immunity to which each party is or may be entitled pursuant to Chapter 2744 of the Ohio Revised Code.
12. If, for any reason, the parties cannot work out any dispute that may arise through either negotiation or mediation, the parties agree to submit to the jurisdiction of the Greene County Court of Common Pleas.
13. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on September 26, 2016.

Leigh Williams
Miami County Administrator

Date

Alex Zaharieff
Beavercreek Township Administrator

Date

DRAFT

Motion

“I make a motion to approve the agreement for use of communications service monitor and accessories for radio equipment repair and maintenance with Miami County and authorize the Township Administrator to sign for the Board.”



BEAVERCREEK TOWNSHIP

851 Orchard Lane
Beavercreek, Ohio 45434-7220
(937) 429-4472
(937) 429-5678 Fax

Trustees - Carol Graff
Tom Kretz
Jeff Roberts

Fiscal Officer - Christy L. Ahrens

Administrator - J. Alexander Zaharieff

REQUEST FOR PROPOSALS BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO INFORMATION TECHNOLOGY MANAGEMENT & SUPPORT SERVICES

September 27, 2016

To Prospective Vendors:

Beavercreek Township, Greene County, Ohio (hereinafter referred to as the "Township"), is planning to select a vendor ("Vendor") to provide enhanced information technology management and support services for their respective operations ("Services").

Carefully review this Request for Proposal ("RFP"), it provides specific information necessary to aid participating Vendors in formulating a thorough response. A pre-submittal conference will be held on Wednesday, October 12, 2016 at 10:00 a.m. (Eastern Standard Time), in the Community Room, Lower Level of Fire Station #61, 2195 Dayton-Xenia Road, Beavercreek, Ohio 45434. Anyone submitting a RFP is encouraged to attend.

Your final proposals will need to be sealed and delivered on or before:

- **Tuesday, November 1, 2016 by 4:00 p.m. (Eastern Standard Time).**

The final proposal will need to include:

- **One (1) electronic original, One (1) signed paper original, and Three (3) paper copies** of your signed Proposal in a sealed envelope.

Label your bid information as follows:

TECHNOLOGY MANAGEMENT & SUPPORT SERVICES BID PROPOSAL

**Beavercreek Township
Attn: Township Administrator
851 Orchard Lane, Suite C
Beavercreek, OH 45434-7228**

Proposed base pricing for Services may be disclosed at a public meeting to recommend and select a Vendor. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful Vendor must understand that potentially all of their Proposal (including any final contracts) will become public record after its acceptance by the Township.

**REQUEST FOR PROPOSALS
BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO
INFORMATION TECHNOLOGY MANAGEMENT & SUPPORT SERVICES**

Beavercreek Township, Greene County, Ohio (hereinafter referred to as the "Township"), is accepting proposals from vendors ("Vendor") to provide enhanced information technology management and support services for their respective operations ("Services"). Proposals are sought from qualified organizations with proven expertise and preferably from organizations with experience in similar positions within local governmental entities.

INTRODUCTION

Beavercreek Township, Greene County, Ohio is requesting proposals from qualified, professional technology vendors for Information Technology Management and Support Services. The successful Vendor would provide necessary technical services, which would enable the Township to:

- Protect and secure its current technology equipment and plan for evolving technological opportunities and avoid technological obsolescence.
- Ensure the efficient operation of IT systems through a wide range of IT services and solutions that address specific challenges of the Township.
- Enhance the quality of service through specific and identifiable Levels of Service agreed to in advance by the Vendor.
- Minimize spending and maximize the ROI for investment in technology through streamlined processes, converting fixed costs to variable costs and eliminating redundant activities to the extent possible.

The Vendor will resolve computer systems and network issues in accordance with standard and acceptable maintenance and support benchmarks. The successful Vendor will be expected to create a HELP DESK portal or system and establish a system to notify/schedule/rank/communicate service calls efficiently and to ensure that there is **NO** significant computer downtime during normal working hours.

The Township operates on a 24/7 schedule. The Vendor is expected to report on status of technology issues and communicate effectively with the respective Township representative or their designee on a scheduled basis.

BACKGROUND INFORMATION

The Township operates an Information Technology ("IT") Department and will be evaluating the cost to use outside vendors to provide maintenance and support on an as needed basis for IT network, equipment, and environment. The Township's IT Department manages and maintains the metropolitan area network computer system used by Township employees and staff. The Township employs approximately 86+ employees that include: Township Elected Officials, Administrative Staff, Zoning, Fire and Road Departments. The IT Department also provides basic IT support for the Greene County Sheriff's Office Sub-Station, located in the lower level of Station 61.

The IT Department provides 24/7 Network Availability, Integrity, Confidentiality and Security. Routine maintenance includes, but not limited to Monitoring, Updating, Patching, Troubleshooting, Repairing and Replacing IT hardware/software as necessary.

The Township operates primarily in a virtualized environment (approximately 95 percent of servers and workstations) utilizing Citrix XenServer and Storage Array Networked (SAN) to provide a private in-house cloud. Employees have 24/7 access to this cloud via Thin/Zero clients located at their desks, or remotely via a web interface and secure gateway. Physical devices maintained by the Department include Firewalls, Switches, Routers, Barracuda Devices—Mail Archiver, Spam/Virus Firewall and Web Filters; Servers; Citrix Host, SQL, Exchange, SharePoint, Domain Controllers (both physical and virtual), Surveillance, and Disaster Recovery with tape library Audio/Video equipment. Additionally, all VoIP and PBX-based phone systems within the Township are managed by the IT Department.

Connectivity to the Township Cloud from the Road Department is provided via fiber optics while the Township Administration Building and Fire Stations connect via microwave equipment placed on towers located next to each station.

The IT Department is also responsible for maintaining the Township's social media sites which include Facebook and Twitter accounts, as well as the Township and Fire Websites.

SCOPE OF SERVICES

The Beavercreek Township Board of Trustees may enter into a contract with the selected Vendor to provide information technology management and support services. The term of the agreement for services will be for two years from January 1, 2016 through December 31, 2018 with an optional one-year extension.

This section attempts to summarize the services required to be provided by the Vendor to the Township in the RFP, however, the following are not intended to be a complete list and should in no way limit the overall services required under this RFP.

The Township is looking for a maintenance and support program to be designed under two major categories. These categories are:

- Setup/Documentation of existing IT Systems
- IT Managed Services and Support

The Township expects the Vendor's proposal to define, in detail, the approach to be used in the above categories. Distinction of time and material costs for these efforts are important to the Township for budget considerations.

A. Setup/Documentation of existing IT Systems

Review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and make recommendations for improving the network. The report of this initial assessment shall be submitted as soon as practical, (within the first 180 days of the contract) and shall be conducted annually to allow for necessary budget planning for the upcoming year.

B. IT Managed Services and Support

1. Desktop Application Support - Performance of basic support functions, including the installation and documentation of PC's, Laptops, Mobile phones, Printers, Peripherals, and Software; diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications; identification and correction of hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer hardware, to be made available to the Township representative or their designee.
2. Server and Workstation Administrative Services - Management of network and server system, including complex applications, databases, messaging servers and associated hardware, software, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.

Scheduling of cyclical preventive maintenance for equipment and ensuring that coverage is properly and promptly performed; HELP DESK ticket system summarizing on-site visits for systems/equipment support, telephone support, and remote support must be maintained for the entire life of the contract and be available for inspection by the Township representative or their designee.

Configuration management, including changes, upgrades, patches, management of user accounts and password security are documented; and support of software products relating to servers and workstations as needed.

Creation of a data backup policy, with procedures in place to handle hourly, daily, weekly, and monthly backup of the servers, data and information, email, and the like; program/procedure to restore systems and data if servers and/or computers go down, is required.

3. Network Administration Services - Maintenance and support of network equipment, including switches, firewalls, routers, and other security devices as needed and/or in partnership with other technology services vendors. Installation and maintenance of network devices, etc.; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; Maintenance of virus detection, malware, and other security software programs on the Township servers and user computers and laptops.

Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; alert notification to the Vendor, as well as the Township representative or

their designee, in case of failure of critical equipment is required.

The Vendor will conduct periodic security audits, including notification of suspected breaches of security to the Township network to the Township representative or their designee.

Configuration of the Township systems to enable remote access in a secure environment, with provisions for remote access administration, as requested for selected Township employees.

4. Email, Security and Backup Efforts - Maintenance of Township email accounts using the Township domain or other provided Cloud Solution, adding, changing, and/or deleting Township employee accounts as requested; Management and setup of email accounts through mobile devices. Management of the Email Archiving System (Ohio Sunshine Law) and responding to legal requests for such data.
5. Planning - Engineering, planning, and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary. Installation of new equipment, software, and transfer existing data when acquired, will be needed.
6. Equipment - The contract to be awarded does not obligate the Township to purchase computer equipment, hardware devices, cabling, licenses, software, etc. from the successful Vendor. *Replacement parts are not part of this contract.*

QUALIFICATIONS FOR PROPOSAL

The Township is requesting that the proposal submitted address the subjects with specificity. The Township is looking for content, organized effort, and solution-oriented procedures. The goal is a secure, smooth operating, efficient process, and effective informational technology system. Interested parties should provide the following information in the RFP:

A. Letter of Transmittal:

The letter of transmittal must contain the following statements and information:

1. Company name, address, telephone number(s), and website.
2. Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the Vendor and to whom correspondence should be directed.
3. Federal and State taxpayer identification numbers of the Vendor.
4. A brief statement of your understanding of the Services to be performed and your

commitment to provide Services as specified.

5. The letter must be signed by a corporate officer or person authorized to bind the Vendor to the proposal and cost schedule.
6. A statement indicating that the proposal and cost schedule will be valid and binding for the proposal due date, and will become part of the contract negotiated with the Township.

B. Profile: Provide a short profile of the Vendor including at a minimum:

1. Length of time in business.
2. Length of time in providing proposed Services.
3. Number of clients.
4. Number of clients in the public sector.
5. Number of full-time employees and area of involvement: Technical Support, Programming, Consulting, Sales Support, Administrative Support
6. Location of office to service the account.

C. Proposal:

1. Description of the approach the Vendor will use in providing the Services requested and the proposed solution to address the stated objectives including, without limitation:
 - a. Vendor processes and methodologies
 - b. Vendor transition plan and implementation process
 - c. Vendor key assumptions and dependencies
 - d. Services for which the Vendor must subcontract, if any
 - e. Vendor proposed account organization
 - f. Vendor change control procedures
 - g. Vendor approach to quality
 - h. Vendor potential value added services
 - i. Vendor billing procedures and terms
2. Name, title, address, and telephone number of five references for clients, whom similar Services have been provided, including information referencing the actual Services performed, number of users, and length of tenure.
3. Naming of staff resources, with identification of principals and key personnel:
 - a. Who are available to provide the Services

- b. Experience and expertise of staff
 - c. Local availability of staff is an important consideration
 - d. Role and responsibilities that each staff member will have
4. Support Services questions to be addressed:
 - a. Help Desk Description
 - b. Support availability (days of week and time)
 - c. Toll free number
 - d. Structure of charges for support
 - e. Steps for resolving problem escalation
 - f. Final authority regarding conflicts
 - g. Response time and goal for resolving problems
 5. Explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop Services for non-performance or poor performance, and issue was either litigated or not litigated. If default occurred, list name, address, and telephone number of the party. If NO such termination occurred for default, declare it. The Township will evaluate the facts, and may, at its sole discretion, reject the Vendor's proposal.
 6. Scope of Services beyond the RFP that the Vendor provides which may be of interest to the Township.
 7. Proposal summary including why the Vendor is responding to the RFP and how it is uniquely qualified to perform the Services.
 8. The proposal must also address emergency services. The Township is a 24 hour operation; we depend on our equipment to be operational around the clock. We would expect notification of the problem which would typically be done via any hardware or software solution that monitors network status and/or help desk tickets and that they would be responded to 24 hours a day with resolution within 8 hours or less of an emergency status or an agreed amount of time for a lower status ticket.
 9. Vendors shall provide a level of service price for the initial contract years. The level of service pricing shall include but not limited to Monitoring Servers (physical and virtual), Networks, Network Printers, and Desktop Monitor/Maintenance. Pricing shall be provided in a table and include monthly monitoring costs for each level of service and an hourly time and material rate.
 10. Vendors must list, specifically, any services which would not be covered in the proposal price.

Interested parties should submit a proposal no later than Tuesday, November 1, 2016 by 4:00 p.m. (Eastern Standard Time). The final proposal will need to include:

- One (1) electronic original, One (1) signed paper original, and Three (3) paper copies of

your signed Proposal in a sealed envelope.

Label bid information as follows:

TECHNOLOGY MANAGEMENT & SUPPORT SERVICES BID PROPOSAL

Beavercreek Township
 Attn: Township Administrator
 851 Orchard Lane, Suite C
 Beavercreek, OH 45434-7228

QUESTIONS AND INQUIRES

To ensure consistency, a pre-submittal conference will be held on Wednesday, October 12, 2016 at 10:00 a.m. (Eastern Standard Time), in the Community Room, Lower Level of Fire Station #61, 2195 Dayton-Xenia Road, Beavercreek, Ohio 45434. Attendance is strongly suggested. Each Vendor should plan to have the persons designated in the RFP as both the lead and back-up lead attend the meeting along with any other representatives they feel appropriate. Township staff will be available to answer questions and provide a tour of the IT infrastructure.

CONTRACTUAL RELATIONSHIP

The information technology management and support services provider will be an independent contractor, not an employee of the Township; as such, will not be entitled to any of the benefits afforded to regular full time Township employees.

Due to the contractual nature of the relationship, the selected information technology Vendor along with its employees will not be fully covered under the Township's insurance policies. As a consequence, Beavercreek Township will require that the selected Vendor carry its own insurance with the following minimum limits:

1. Workers' Compensation insurance coverage in accordance with statutory requirements and employer's liability insurance limit of not less than \$500,000 for each occurrence;
2. Professional liability insurance with limits of not less than \$3,000,000 annual aggregate (errors and omissions);
3. Comprehensive general liability insurance with limits of not less than \$3,000,000 for each occurrence, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$5,000,000 in the aggregate;
4. Automobile liability insurance with bodily injury of not less than \$500,000 for each person and not less than \$3,000,000 for each accident, and with property damage limits of not less than \$100,000 for each accident;

It will also be required that the selected Vendor indemnify the Township and hold it harmless for any liabilities, injuries, harms and expenses arising out of the performance of the consultants duties.

It will be of paramount importance to guard against any conflict of interest on the part of the selected IT Support Services provider. Consequently, an actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of business dealings with Beavercreek Township. By alerting us to the existence of any actual or even a potential conflict of interest, we can establish safeguards to protect all parties.

DRAFT

09/26/2016
Biweekly Report

Incident Date And Time	Incident Number	Incident Type
09/08/2016 06:59:00	2016-00025122	Alarm - Business/Bank
09/09/2016 07:05:51	2016-00025212	Alarm - Business/Bank
09/11/2016 19:43:34	2016-00025439	Alarm - Business/Bank
09/12/2016 22:21:28	2016-00025518	Alarm - Business/Bank
	Type Totals: 4	
09/07/2016 07:29:41	2016-00025019	Alarm - Residential
09/07/2016 21:04:57	2016-00025092	Alarm - Residential
09/10/2016 06:16:48	2016-00025303	Alarm - Residential
09/16/2016 09:05:52	2016-00025814	Alarm - Residential
09/20/2016 18:38:19	2016-00026188	Alarm - Residential
	Type Totals: 5	
09/19/2016 09:43:41	2016-00026037	Animal Complaint
09/19/2016 13:09:16	2016-00026062	Animal Complaint
	Type Totals: 2	
09/13/2016 11:44:20	2016-00025560	Assist
09/13/2016 12:11:00	2016-00025564	Assist
09/19/2016 13:29:13	2016-00026066	Assist
	Type Totals: 3	
09/14/2016 03:26:53	2016-00025617	Burglary
	Type Totals: 1	
09/07/2016 02:45:01	2016-00025015	Business Check
09/07/2016 22:10:59	2016-00025098	Business Check
09/07/2016 22:13:09	2016-00025099	Business Check
09/07/2016 22:13:56	2016-00025100	Business Check
09/07/2016 22:16:11	2016-00025101	Business Check
09/07/2016 22:25:29	2016-00025104	Business Check
09/08/2016 14:15:51	2016-00025172	Business Check
09/09/2016 03:52:23	2016-00025208	Business Check
09/09/2016 08:10:54	2016-00025219	Business Check
09/10/2016 09:54:51	2016-00025325	Business Check
09/10/2016 10:13:30	2016-00025330	Business Check
09/11/2016 00:11:07	2016-00025387	Business Check
09/11/2016 01:18:24	2016-00025391	Business Check

09/26/2016
Biweekly Report

Incident Date And Time	Incident Number	Incident Type
09/19/2016 00:46:26	2016-00026016	Business Check
09/19/2016 00:55:53	2016-00026019	Business Check
09/19/2016 10:43:18	2016-00026041	Business Check
09/19/2016 11:04:10	2016-00026046	Business Check
09/19/2016 11:06:25	2016-00026047	Business Check
09/20/2016 08:18:31	2016-00026136	Business Check
09/20/2016 08:22:45	2016-00026138	Business Check
09/20/2016 09:27:00	2016-00026144	Business Check
	Type Totals: 21	
09/15/2016 10:26:35	2016-00025745	Civil Complaint
	Type Totals: 1	
09/08/2016 12:08:15	2016-00025153	Civil Other
09/08/2016 12:12:21	2016-00025154	Civil Other
09/10/2016 09:33:54	2016-00025318	Civil Other
09/10/2016 09:46:45	2016-00025322	Civil Other
09/10/2016 11:05:53	2016-00025343	Civil Other
09/20/2016 16:50:28	2016-00026181	Civil Other
	Type Totals: 6	
09/18/2016 00:59:42	2016-00025946	Crash - Entrapment
	Type Totals: 1	
09/18/2016 17:22:31	2016-00025991	Crash - Personal Injury
	Type Totals: 1	
09/14/2016 14:14:53	2016-00025664	Deliver Message
09/17/2016 14:54:22	2016-00025896	Deliver Message
	Type Totals: 2	
09/07/2016 14:23:01	2016-00025061	Detail - School
09/08/2016 07:33:36	2016-00025127	Detail - School
09/09/2016 07:36:34	2016-00025214	Detail - School
09/12/2016 07:35:54	2016-00025462	Detail - School
09/12/2016 13:48:19	2016-00025490	Detail - School
09/13/2016 08:24:00	2016-00025540	Detail - School
09/15/2016 08:13:24	2016-00025734	Detail - School
09/21/2016 07:28:00	2016-00026232	Detail - School

09/26/2016
Biweekly Report

<u>Incident Date And Time</u>	<u>Incident Number</u>	<u>Incident Type</u>
09/21/2016 13:52:09	2016-00026267	Detail - School
	Type Totals: 9	
09/11/2016 02:32:32	2016-00025394	Disabled Vehicle
09/13/2016 13:03:00	2016-00025569	Disabled Vehicle
09/15/2016 10:44:01	2016-00025748	Disabled Vehicle
09/16/2016 21:53:58	2016-00025855	Disabled Vehicle
09/20/2016 21:01:48	2016-00026202	Disabled Vehicle
	Type Totals: 5	
09/09/2016 19:28:08	2016-00025262	Extra Patrol
09/12/2016 12:22:50	2016-00025484	Extra Patrol
09/15/2016 19:54:49	2016-00025784	Extra Patrol
09/17/2016 15:21:40	2016-00025900	Extra Patrol
09/17/2016 22:36:24	2016-00025931	Extra Patrol
09/18/2016 09:20:43	2016-00025958	Extra Patrol
09/21/2016 08:45:03	2016-00026243	Extra Patrol
09/21/2016 16:02:58	2016-00026288	Extra Patrol
	Type Totals: 8	
09/08/2016 13:31:28	2016-00025165	Found Property
09/14/2016 16:42:20	2016-00025685	Found Property
	Type Totals: 2	
09/20/2016 15:19:26	2016-00026182	Fraud/Forgery
	Type Totals: 1	
09/14/2016 13:15:28	2016-00025648	House Check
	Type Totals: 1	
09/19/2016 21:53:45	2016-00026114	Miscellaneous
	Type Totals: 1	
09/17/2016 23:54:49	2016-00025941	Open Door/Window
	Type Totals: 1	
09/14/2016 18:19:16	2016-00025689	Parking Violation
09/15/2016 18:51:01	2016-00025781	Parking Violation
	Type Totals: 2	
09/19/2016 21:15:39	2016-00026110	Pedestrian/Hitch Hiker
	Type Totals: 1	

09/26/2016
Biweekly Report

Incident Date And Time	Incident Number	Incident Type
09/21/2016 14:28:40	2016-00026275	Radar/Lidar Post
	Type Totals: 1	
09/18/2016 12:04:24	2016-00025967	Request Officer
09/18/2016 14:07:42	2016-00025975	Request Officer
09/20/2016 18:10:45	2016-00026186	Request Officer
	Type Totals: 3	
09/08/2016 10:15:27	2016-00025142	Street / Road Obstruction
09/09/2016 03:40:43	2016-00025207	Street / Road Obstruction
09/10/2016 18:27:19	2016-00025370	Street / Road Obstruction
	Type Totals: 3	
09/09/2016 20:21:01	2016-00025268	Suspicious Person
09/09/2016 21:15:17	2016-00025273	Suspicious Person
09/09/2016 22:16:47	2016-00025274	Suspicious Person
09/11/2016 08:34:00	2016-00025404	Suspicious Person
09/14/2016 23:21:32	2016-00025709	Suspicious Person
	Type Totals: 5	
09/07/2016 01:49:59	2016-00025014	Suspicious Vehicle
09/12/2016 21:12:42	2016-00025515	Suspicious Vehicle
09/16/2016 20:33:33	2016-00025852	Suspicious Vehicle
09/20/2016 04:06:20	2016-00026129	Suspicious Vehicle
	Type Totals: 4	
09/08/2016 11:25:56	2016-00025148	Theft
09/12/2016 13:58:30	2016-00025492	Theft
09/13/2016 09:28:08	2016-00025550	Theft
09/15/2016 09:17:59	2016-00025737	Theft
	Type Totals: 4	
09/14/2016 10:03:29	2016-00025634	Traffic Complaint
09/17/2016 19:32:23	2016-00025912	Traffic Complaint
	Type Totals: 2	
09/07/2016 22:50:38	2016-00025105	Traffic Stop
09/08/2016 00:20:53	2016-00025114	Traffic Stop
09/08/2016 05:20:11	2016-00025120	Traffic Stop
09/08/2016 13:16:39	2016-00025160	Traffic Stop

09/26/2016
Biweekly Report

Incident Date And Time	Incident Number	Incident Type
09/09/2016 07:42:26	2016-00025216	Traffic Stop
09/09/2016 22:31:01	2016-00025275	Traffic Stop
09/10/2016 10:28:07	2016-00025335	Traffic Stop
09/12/2016 07:44:43	2016-00025464	Traffic Stop
09/13/2016 08:31:56	2016-00025542	Traffic Stop
09/14/2016 07:51:41	2016-00025625	Traffic Stop
09/14/2016 12:46:54	2016-00025644	Traffic Stop
09/14/2016 14:04:40	2016-00025661	Traffic Stop
09/15/2016 12:21:34	2016-00025757	Traffic Stop
09/15/2016 13:45:47	2016-00025765	Traffic Stop
09/17/2016 11:23:05	2016-00025883	Traffic Stop
09/17/2016 15:53:28	2016-00025903	Traffic Stop
09/17/2016 16:25:49	2016-00025905	Traffic Stop
09/17/2016 22:13:36	2016-00025924	Traffic Stop
09/18/2016 00:15:40	2016-00025944	Traffic Stop
09/18/2016 16:08:43	2016-00025988	Traffic Stop
09/21/2016 07:39:15	2016-00026235	Traffic Stop
09/21/2016 14:06:19	2016-00026272	Traffic Stop
09/21/2016 21:30:24	2016-00026301	Traffic Stop
	Type Totals: 23	
09/19/2016 11:42:30	2016-00026054	Trespassing
	Type Totals: 1	
09/11/2016 10:28:06	2016-00025409	Warrant
09/11/2016 10:28:13	2016-00025410	Warrant
	Type Totals: 2	
09/11/2016 20:02:53	2016-00025440	Welfare Check
09/18/2016 07:54:00	2016-00025955	Welfare Check
09/18/2016 19:58:06	2016-00025999	Welfare Check
	Type Totals: 3	

Comparison by Year

Incident Type	2010	2011	2012	2013	2014	2015	2016
911 Hang Up	24	27	30	29	18	28	13
Abandoned/Junk Vehicle	8	7	9	3	2	5	5
Abduction/Kidnapping	1	1	0	0	0	0	0
Alarm - Business/Bank	159	175	170	180	154	124	79
Alarm - Holdup/Panic	3	1	4	7	3	7	18
Alarm - Residential	204	192	168	207	164	173	122
Animal Complaint	17	28	21	21	21	23	9
Arson	0	0	0	0	0	0	1
Assault	6	6	6	5	5	5	5
Assist	100	89	114	93	107	97	60
Assist Other Agency	2	4	5	4	5	3	3
Assisted Patrol	0	0	0	0	1	0	0
Breaking & Entering	9	27	10	16	10	6	6
Burglary	7	6	3	6	12	9	4
Business Check	20	34	2372	2683	2172	1837	736
Child Endangering	5	2	0	3	1	4	2
Civil Complaint	4	1	5	6	7	4	4
Crash - Entrapment	1	0	2	1	0	48	0
Civil Other	0	0	0	0	0	0	26
Civil TPO	0	0	0	0	0	1	2
Community Policing	0	0	0	0	0	3	2
Crash - Assist Only	0	0	0	0	0	43	51
Crash - Entrapment	0	0	0	0	0	2	1
Crash - Hit Skip	6	8	9	6	10	11	4
Crash - Personal Injury	25	30	25	24	25	10	7
Crash - Private Property	9	2	6	2	2	1	3
Crash - Property Damage	58	48	55	52	42	39	14
Crash - Unknown Injuries	18	16	18	18	21	7	7
Criminal Damaging	35	49	33	25	13	16	8
Dead Body	3	1	4	2	2	1	2
Deliver Message	1	2	1	2	1	5	1
Detail - Other	56	134	111	111	147	51	24
Detail - School	0	0	1	1	21	50	78

Comparison by Year

Incident Type	2010	2011	2012	2013	2014	2015	2016
Detail - Traffic	7	10	32	36	48	12	17
Disabled Vehicle	225	250	220	152	227	140	103
Disturbance	9	11	11	14	15	13	8
Domestic Dispute	24	14	8	3	16	5	5
Domestic Violence	6	12	9	11	7	9	7
Drug Activity	2	6	7	8	17	12	8
Escort	2	5	1	0	0	2	2
Extra Patrol	11	13	52	141	354	415	340
Fight	3	5	3	4	3	5	2
Fireworks	6	7	10	5	3	5	5
Follow Up	55	61	60	78	61	72	35
Found Property	12	8	11	23	10	9	5
Fraud/Forgery	15	15	16	12	21	27	16
Harrasment	25	25	22	23	15	12	8
House Check	9	8	386	858	704	828	311
Hunting Complaint	3	1	2	0	1	1	0
Intoxicated Subject	6	4	5	7	13	9	3
Juvenile Complaint	30	22	22	20	17	20	4
K9 Request	0	0	2	3	1	4	2
Liquor/Alcohol Violation	0	0	0	1	0	0	1
Littering/Dumping	2	2	5	3	1	1	2
Lockout Assistance	8	4	10	6	7	9	7
Lost Property	5	1	4	1	2	3	1
Menacing	0	0	0	0	0	1	0
Mental	3	3	1	0	1	4	0
Miscellaneous	52	52	42	37	46	11	5
Missing Person	4	6	8	13	7	5	3
Neighbor Problem	0	16	4	7	9	1	2
Noise Complaint	7	10	10	28	14	6	3
Open Door/Window	29	26	19	19	11	12	13
Overdose	1	0	0	1	3	4	3
Panhandling	0	0	6	1	3	2	2
Parking Violation	16	2	10	12	11	9	10

Comparison by Year

Incident Type	2010	2011	2012	2013	2014	2015	2016
Peace Officer	21	22	13	17	14	18	13
Pedestrian/Hitch Hiker	1	0	0	0	1	2	1
Protection Order Violation	3	17	13	15	7	1	0
Radar/Lidar Post	0	0	0	0	0	76	40
Radar/Lidar Request	0	0	0	0	0	2	0
Recovered Stolen Property	0	0	0	1	0	0	0
Request Officer	25	62	50	73	66	72	48
Request Supervisor	0	0	1	0	1	0	0
Robbery	1	1	1	0	0	0	0
School Bus Violation	1	0	1	0	0	1	0
Sex Offense	2	1	2	1	0	1	0
Shooting / Stabbing	0	0	0	0	1	0	0
Solicitor	4	5	1	4	3	7	12
SORN	4	5	2	3	7	7	11
Speed Trailer	0	0	0	0	0	2	0
Street / Road Obstruction	26	40	23	33	29	42	24
Suicide Attempt / Suicidal Subj	2	5	5	6	5	9	3
Suspicious Person	53	78	79	64	61	61	42
Suspicious Vehicle	146	154	117	106	111	143	59
Test Call	0	0	2	0	1	2	0
Theft	66	97	90	95	66	60	47
Traffic Complaint	111	99	105	76	62	50	48
Traffic Enforcement Request	0	0	0	0	0	1	0
Traffic Stop	310	460	329	485	607	688	462
Traffic Stop - Suspicious	0	0	0	1	0	0	0
Trespassing	1	5	10	6	5	2	6
Unknown Problem	1	0	0	1	1	0	0
Unwanted Subject	2	9	8	5	11	5	5
Vehicle Maintenance	0	1	2	0	1	18	4
Warrant	12	15	20	20	26	19	23
Weapons / Shots Fired	10	14	14	8	16	18	12
Welfare Check	53	59	43	43	37	35	27
TOTAL	2213	2638	5111	6097	5753	5623	3117



**BEAVERCREEK TOWNSHIP
HUMAN RESOURCES DEPARTMENT**

851 Orchard Lane, Beaver Creek, Ohio 45434
Ph: (937) 426-1213 Fax: (937) 306-5150

**BI-WEEKLY ACTIVITY REPORT
September 26, 2016**

JOB TASKS:

1. 4 Workers' Compensation claims for 2016
7 claims filed in 2015
2. Prepare bi-weekly report
3. Review bills
4. Work on BWC claims
5. Draft policy pertaining to the FD's Auxiliary
6. File documents
7. Review draft CBA and Draft language for Xenia Twp
8. Schedule Medwork appointments
9. Work on wellness initiative through MMO
10. Schedule health screening dates; review documentation on same
11. Work on certifications for respirator use
12. Work on job descriptions
13. Work on hiring
14. Work on temp comparables
15. Work with Medwork on flu shot program
16. Work on DOL issue
17. Work on BWC billing issue



**BEAVERCREEK TOWNSHIP
HUMAN RESOURCES DEPARTMENT**

851 Orchard Lane, Beavercreek, Ohio 45434
Ph: (937) 426-1213 Fax: (937) 306-5150

- 18. Work on issue pertaining to dental insurance
- 19. Draft exercises for assessment center
- 20. Review applications/resumes

MEETINGS AND OTHER ACTIVITIES:

- Meet with the TA on multiple issues
- Meet with Chief VandenBos on multiple issues
- Meetings with Jan Schultz on multiple issues
- Meetings with DC Mercs on multiple township issues
- Attend staff meeting
- Meet with BC regarding reprimand
- Meeting with employee regarding union issues
- Meeting with employee on BWC claim
- Meeting with Chief VandenBos and DSC regarding Fire Fit

Medwork

I wanted to pass on to the Board that Dean Imbrogno, owner and primary physician of Medwork, passed away suddenly. Dr. Imbrogno went over and above to assist me, and thus the Township, with a large number of issues, injuries, exams, questions, etc. over the fourteen years that I had the pleasure to work with him. He was truly an amazing person and physician. His presence at Medwork will be missed.



BEAVERCREEK TOWNSHIP INFORMATION TECHNOLOGY DEPARTMENT

851 Orchard Lane, Beaver Creek, Ohio 45434
Ph: (937) 306.5049 Fax: (937) 426-8780

Agenda Items for Sep 26, 2016 Regular Board of Trustees' Meeting (Report period 08 – 22 Sep 16)

1. **Purchase Request** – MaaS360 Mobile Management Software Renewal
2. **Purchase Request** – In Motion Service Agreement
3. **Purchase Request** – Hardware upgrade Bandwidth increase (DataYard)
4. **Biweekly Activity Report**

1. MaaS360 Renewal

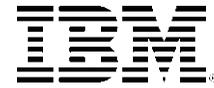
- 1.1 This is an annual renewal but under a new company. International Business Machines Corporation (IBM) bought out Fiberlink, previous owners of the mobile management software the Township utilizes for its tablets. No real changes to the contract other than company name and it has been reviewed by Ms. Frick. One thing noted by Ms. Frick is that there was a 12 month notification required to cancel contract.
 - 1.1.1 I contacted IBM's sales rep to verify that we were not on an auto renewal contract, which he confirmed
- 1.2 Please see attached documents. I will be present at the meeting to answer any questions/concerns you may have.

MOTION

I MAKE A MOTION TO APPROVE PURCHASE REQUEST # 07777 TO IBM CORPORATION FOR MaaS360 MOBILE MANAGEMENT SOFTWARE AND SUPPORT, IN THE AMOUNT OF \$694.08 AND AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO SIGN FOR THE BOARD

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



14-Sep-2016

Quotation Number: 17347234
 IBM Contact: Kevin J. Ferris
 Phone Number:

SAP Customer Number: 3691644
 IBM Customer Number: 3922968

Quote Effective Date: 14-Sep-2016
 Quote Expiration Date: 30-Sep-2016

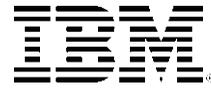
Customer:
 Attn: Jeff Terry
 Beavercreek Township
 851 ORCHARD LN STE C
 BEAVERCREEK TOWNSHIP OH 45434-7220
 UNITED STATES

Payer: 3691644
 Beavercreek Township
 851 ORCHARD LN STE C
 BEAVERCREEK TOWNSHIP OH 45434-7220
 UNITED STATES

Your order is governed by the IBM International Agreement for Selected IBM SaaS Offerings (IASISO), available upon request and also incorporate by reference any associated attachments, transaction documents, or IBM Terms of Use for IBM Software as a Service products referenced below and any amendments thereto. Your placement of an order referencing this quotation constitutes your acceptance of the prices and terms and conditions stated or referenced in this document, except where and to the extent superseded by an agreement signed by both of us.

Software as a Service			
Item	Part Number	Rate	Total Commit Value
Subscription Entitlements:			
Projected Service Start Date: 04-Oct-2016			
MaaS360 Advanced Management Suite (SaaS) Managed Client Device per Month			
1	D1CR0LL	694.08	694.08
	Quantity: 12		
	Unit Price: 57.84		
	Billing Frequency: Annual		
	Total Term: 12 Months		
Renewal for this subscription: Terminate at end of current term			
MaaS360 Advanced Management Suite (SaaS) Managed Client Device Overage			
2	D1CR2LL		
	Unit Price: 5.0000 Per Use		
Subscriptions Sub-Total			<u>694.08</u>

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

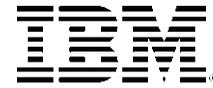


International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

Software as a Service				
Item	Part Number		Rate	Total Commit Value
IBM acceptance of the order is subject to credit approval.				
Applicable tax will be recalculated at the time of order processing.				
Upon placing your order, please supply a Purchase Order or if not PO driven, a signed Firm Order letter. The Purchase Order value must cover the applicable charges for a minimum of one year.				
			Subtotal in USD:	694.08
			Total in USD:	694.08

Original



IBM Software as a Service Terms of Use

The Software as a Service Terms of Use document(s) governing this order is referenced below. If you have any trouble with the link(s) provided, please copy and paste the appropriate URL in your browser's navigation bar.

Terms of Use Name and URL

IBM MAAS360 (SAAS)

[HTTPS://WWW.IBM.COM/SOFTWARE/SLA/SLADB.NSF/SLA/TOU-6740-08](https://www.ibm.com/software/sla/sladb.nsf/sla/tou-6740-08)

Please read the attached Terms of Use governing this order to ensure you are agreeing to the most recent version of the document.

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.

Please work with your IBM Sales rep to complete the provisioning data at or prior to time of order.

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

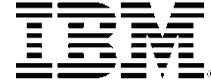


Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/sladb.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.
2. More detailed information about Support can be found in the IBM Software Support Guide, located at <http://www-304.ibm.com/support/customer/ibm/sas/f/handbook/home.html>.
3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.*
4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.**
5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.
6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. ***
7. Shipping is FOB Origin.
8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. ***
9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.
10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.
11. The Attachment for Purchase of IBM Appliances and Appliance Services ("Attachment") govern the purchase, warranty, maintenance and services terms for IBM Appliances obtained from IBM or an authorized reseller available at the following URL: www.ibm.com/appliance/attachment
12. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.
13. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above and the Attachment, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you



be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the delivery date.

* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

** For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

*** For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

*** For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order.

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Caper Verde, Central African republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

Original

Page 5 of 6



For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.

Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam, Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

Agreed to:
'Customer'

Agreed to:
Local International Business Machines Delegate

By _____
Authorized Signature

By _____
Authorized Signature

Name (type or print): Mr. Alex Zaharieff
Township Administrator
Beavercreek Township

Name (type or print):

Date: September 26, 2016

Date:

Original

Page 6 of 6

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



To: Order Management

I have full authority to commit funding of 694.08 USD for payment under Quote Number 17347234, dated 14-September-2016 plus any additional on-demand, overage, and partial month charges associated with contracted Software as a Service on this quote on behalf of Beaver Creek Township. All approvals required to issue payment have been obtained. Notwithstanding the terms of the Contract or our prior practice, payment is not contingent upon issuance of a Purchase Order. This order is firm, irrevocable, and payment is due as specified in the IBM invoice.

Bill to: Beaver Creek Township
851 ORCHARD LN STE C
BEAVERCREEK TOWNSHIP OH
45434-7220
UNITED STATES

Ship to: Beaver Creek Township
851 ORCHARD LN STE C
BEAVERCREEK TOWNSHIP OH
45434-7220
UNITED STATES

Contact Name: Jeff Terry

Contact Name: Jeff Terry

Contact Email: jterry@beavercreektownship.org

Contact Email: jterry@beavercreektownship.org

Contact Phone: 9373065049

Contact Phone: 9373065049

Quote Contact:

Contact Name: Jeff Terry

Contact Email: jterry@beavercreektownship.org

Contact Phone: 9373065049

By: _____ *Authorized Signature*

Name (type or print): Mr. Alex Zaharieff

Title: Beavercreek Township Administrator

Date: September 26, 2016

IBM Sales Rep Kevin J. Ferris
Phone Number:
Fax Number:
E-mail Address: kferris@us.ibm.com



International Agreement for Selected IBM SaaS Offerings

This IBM International Agreement for Selected IBM Software as a Service (“SaaS”) Offerings (“Agreement”), including any applicable Terms of Use and the IBM SaaS Quotation governs this transaction in which Customer acquires IBM SaaS offerings from IBM or a reseller. It is the complete agreement regarding this transaction by which Customer acquires IBM SaaS offerings, and replaces any prior oral or written agreements, communications, representations, statements, understandings, warranties, promises, covenants, commitments, or undertakings between Customer and IBM concerning Selected IBM SaaS offerings.

The terms of the Quotation are made part of the IBM SaaS Quotation with the following exceptions:

- a. Items 1, 2, 7, 9, 10, and 12 are deleted.
- b. Item 8 is replaced by the following: “Customer acknowledges and agrees that this transaction is executed in the language of this Agreement.
- c. All terms addressing acceptance of terms are replaced by Section **1.3 Acceptance of Terms**.
- d. All instances of the phrase “Programs and/or Software Subscription and Support” are replaced by “IBM SaaS offerings.”
- e. All instances of the terms “End User” and “You” or “you” are replaced by “Customer.”
- f. All instances of the term “personal property taxes” are replaced by “applicable taxes.”
- g. All instances of the term “delivery date” are replaced by “the date that IBM notifies Customer that Customer has access to the subscribed offering.”

If there is a conflict among the terms of this Agreement, Terms of Use, and the IBM SaaS Quotation, those of the Agreement prevail over those of the IBM SaaS Quotation, and the Terms of Use prevail over those of both this Agreement and the IBM SaaS Quotation.

1. General

1.1 Agreement Structure

This Agreement is organized in three Parts:

Part 1 – General includes terms regarding Agreement Structure, Definitions, Acceptance of Terms, Payment, Taxes, IBM Business Partners and Resellers, Limitation of Liability, General Principles of Our Relationship, Agreement Termination, Compliance Verification, and Geographic Scope and Governing Law.

Part 2 – IBM SaaS includes terms regarding Ownership, Customer’s Right to Use, Warranties, Subscription to IBM SaaS, Withdrawal of IBM SaaS Offerings, IBM SaaS Technical Support, Content, and Termination of IBM SaaS.

Part 3 – Country-unique Terms

1.2 Definitions

Content – information, software, and data, including, without limitation, any Personal Data, hypertext markup language files, scripts, programs, recordings, sound, music, graphics, images, applets, or servlets that are created, provided, uploaded, or transferred by Customer and any user authorized by Customer.

Customer – the customer Enterprise company that is ordering the IBM SaaS offering(s).

Effective Date – the date IBM accepts Customer’s order for the IBM SaaS offering(s), either directly from Customer or from Customer’s reseller.

Enterprise – any legal entity that, by more than 50%, owns, is owned by, or is under common ownership with Customer.

IBM – the IBM Enterprise company that is providing the IBM SaaS offering(s).

IBM Business Partner – an organization with which IBM has signed agreements to promote, market, and, in some instances, support certain IBM SaaS offerings.

IBM Software as a Service (“IBM SaaS”) – offerings IBM makes available to Customer remotely through the Internet providing access to (i) functionality of programs, (ii) infrastructure, and (iii) technical support. IBM SaaS is not a program but may require Customer to download enabling software in order to use it.

IBM SaaS Quotation – the terms of the Quotation as modified by this Agreement. The IBM SaaS Quotation contains specific details and terms related to this transaction.

IBM SaaS User – one who accesses IBM SaaS using a user account identification and password associated with Customer's IBM SaaS account and provided by Customer.

Personal Data – any information that can be used to identify a specific individual, such as name, email address, home address, or phone number that is provided to IBM to store, process, or transfer on Customer's behalf.

Quotation – the price quote, including the "Quotation Terms and Conditions" for the IBM SaaS offering Customer is acquiring under the terms of this Agreement.

Subscription Period – the time during which IBM SaaS is made available to Customer as specified in the applicable IBM SaaS Quotation.

Term – the period that begins either on the date IBM accepts Customer's initial order (in the case of the initial Term) or on the Anniversary (in the case of subsequent Terms), and ends on the day immediately prior to the next Anniversary.

Terms of Use ("ToU") – additional terms under which IBM makes IBM SaaS offerings available to Customer and viewed at <http://www.ibm.com/software/sla/slabdb.nsf/sla/tou/>.

1.3 Acceptance of Terms

Customer accepts this Agreement, including the applicable Terms of Use, and the IBM SaaS Quotation, without modification by signing this Agreement or, where recognized by law, issuing a purchase order referencing this Agreement and the IBM SaaS Quotation.

1.4 Payment

- a. When Customer acquires the IBM SaaS offering from a reseller, Customer pays reseller directly.
- b. When Customer acquires the IBM SaaS offering from IBM, Customer agrees to pay as IBM specifies in the IBM SaaS Quotation, including any late payment fee.

1.5 Taxes

If, as a result of Customer accessing or using an IBM SaaS offering across a border, any authority imposes a customs duty, tax, levy or fee (including withholding taxes for the import or export of any such IBM SaaS offering), then Customer agrees that it is responsible for, and will pay, any such customs duty, tax, levy or fee. This excludes those taxes based on IBM's net income.

1.6 IBM Business Partners and Resellers

In addition to acquiring IBM SaaS offerings from IBM, Customer may acquire them from IBM Business Partners and resellers. Not all resellers, however, are authorized to resell all IBM SaaS offerings.

When Customer orders IBM SaaS offerings from Customer's IBM Business Partner(s) or reseller(s), IBM is not responsible for 1) their actions, 2) any additional obligations they have to Customer, or 3) any products or services that they supply to Customer under their agreements. When Customer acquires IBM SaaS offerings from an IBM Business Partner or reseller, the IBM Business Partner or reseller sets the charges and payment terms.

1.7 Limitation of Liability

The limitations and exclusions in this **Section 1.7 (Limitation of Liability)** apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

1.7.1 Items for Which IBM May Be Liable

Circumstances may arise where, because of a default on IBM's part or other liability, Customer is entitled to recover damages from IBM. Regardless of the basis on which Customer is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all claims in the aggregate arising from or related to each IBM SaaS offering or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the 12 months' charges. Customer paid for the IBM SaaS offering that is the subject of the claim.

This limit also applies to any of IBM's IBM SaaS offering developers and suppliers. It is the maximum for which IBM and its IBM SaaS offering developers and suppliers are collectively responsible. Damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable are not subject to a cap on the amount of damages.

1.7.2 Items for Which IBM Is Not Liable

UNDER NO CIRCUMSTANCES IS IBM, ITS IBM SaaS OFFERING DEVELOPERS, OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

- a. **LOSS OF, OR DAMAGE TO, DATA;**
- b. **SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR**
- c. **LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

1.8 General Principles of Our Relationship

1.8.1 Notices and Communications

To the extent permissible under applicable law, the parties consent to the use of electronic means and facsimile transmissions to send and receive communications in connection with our business relationship arising out of this Agreement, and such communications are acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

1.8.2 Assignment and Resale

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to assign without consent is void. The assignment of this Agreement, in whole or in part, within the Enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments without obtaining Customer's consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

Customer agrees that IBM SaaS offerings are for use within Customer's Enterprise only and may not be resold, rented, leased, or transferred to third parties. Any attempt to do so in violation of these provisions is void.

1.8.3 Compliance with Laws

IBM will comply with laws applicable to IBM generally as a provider of information technology products and services. IBM is not responsible for determining the requirements of laws applicable to Customer's business, including those relating to IBM SaaS offerings that Customer acquires under this Agreement, or that IBM's provision of or Customer's receipt of a particular IBM SaaS offering under this Agreement meets the requirements of such laws. Notwithstanding anything in this Agreement to the contrary, neither party is obligated to take any action that would violate law applicable to that party.

Each party agrees to comply with all applicable export and import laws and regulations including without limitation United States embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.

1.8.4 Dispute Resolution

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any such claim and all respective rights related to the claim lapse.

1.8.5 Other Principles of Our Relationship

- a. Neither party grants the other the right to use its (or any of its Enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent.
- b. The exchange of any confidential information will be made under a separate, signed confidentiality agreement. However, to the extent confidential information is exchanged in connection with any IBM SaaS offering under this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement.
- c. This Agreement and any transaction under it do not create an agency, joint venture, or partnership between Customer and IBM. Each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.

- d. Customer authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors, IBM Business Partners, and resellers) to store and use Customer's business contact information wherever they do business, in connection with the IBM SaaS offering or in furtherance of IBM's business relationship with Customer.
- e. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Customer except as permitted in Section 1.7 (Limitation of Liability) above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.
- f. Customer is responsible for selecting the IBM SaaS offering that meet its needs and for the results obtained from the use of the IBM SaaS offering, including Customer's decision to implement any recommendation concerning Customer's business practices and operations.
- g. IBM SaaS offerings may not be used to provide commercial hosting or other commercial information technology services to third parties.
- h. Where approval, acceptance, consent, or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld.
- i. Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control.
- j. Customer agrees that their use of IBM SaaS will comply with the IBM acceptable use policy at <http://www.ibm.com/services/us/imc/html/aup.html> and applicable data protection laws.
- k. As reasonably required by IBM to fulfill its obligations under this Agreement, Customer agrees to provide IBM with sufficient and safe access (including remote access) to Customer's facilities, systems, information, personnel, and resources, all at no charge to IBM. IBM is not responsible for any delay in performing or failure to perform caused by Customer's delay in providing such access or performing other Customer responsibilities under this Agreement.
- l. In entering into this Agreement, including each ToU and the IBM SaaS Quotation, neither party is relying on any representation that is not specified in this Agreement, including without limitation any representations concerning: i) performance or function of any IBM SaaS offering, other than as expressly warranted in this Agreement; ii) the experiences or recommendations of other parties; or iii) any results or savings that Customer may achieve.
- m. For a change to this Agreement, including any ToU and Quotation, to be valid, both Customer and IBM must sign it. Additional or different terms in any written communication from Customer are void.

1.9 Agreement Termination

IBM may terminate this Agreement at any time, with or without cause, immediately and without notice, after the initial IBM SaaS Subscription Period has expired. If Customer renewed IBM SaaS prior to the notice of termination, IBM, at its sole discretion, may either continue to provide those IBM SaaS offerings for the remainder of the current term or give Customer a prorated refund.

Customer will be considered to have terminated this Agreement if it does not have the IBM SaaS offering(s) acquired under this Agreement in effect. Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement that by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

1.10 Compliance Verification

For purposes of this **Section 1.10 (Compliance Verification)**, "IBM SaaS Offering Terms" means 1) this Agreement, the IBM SaaS Quotation, and the Terms of Use provided by IBM, and 2) IBM software policies that may be found at the IBM Software Policy website (<http://www.ibm.com/softwarepolicies/>), including but not limited to those policies concerning migration.

The rights and obligations set forth in this **Section 1.10** remain in effect during the period Customer is accessing the IBM SaaS offering and for two years thereafter.

1.10.1 Verification Process

Customer agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Customer's use of all IBM SaaS offerings is in compliance with the IBM SaaS Offering Terms, including, without limitation,

all of IBM's applicable licensing and pricing qualification terms. Customer is responsible for 1) ensuring that it does not exceed its authorized use, and 2) remaining in compliance with IBM SaaS Offering Terms.

Upon reasonable notice, IBM may verify Customer's compliance with IBM SaaS Offering Terms at all locations and for all environments in which Customer uses (for any purpose) IBM SaaS offerings subject to IBM SaaS Offering Terms. Such verification will be conducted in a manner that minimizes disruption to Customer's business, and may be conducted on Customer's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

1.10.2 Resolution

IBM will notify Customer in writing if any such verification indicates that Customer has used any IBM SaaS offering in excess of its authorized use or is otherwise not in compliance with the IBM SaaS Offering Terms. Customer agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use and 2) any additional charges and other liabilities determined as a result of such verification.

1.11 Geographic Scope and Governing Law

1.11.1 Geographic Scope

The terms of this Agreement apply in countries in which 1) IBM markets its IBM SaaS offerings directly or 2) its IBM SaaS offerings have been announced as otherwise available.

1.11.2 Governing Law

The rights, duties, and obligations of each party are valid only in the country in which the transaction is performed or, if IBM agrees, the country where the IBM SaaS offering is placed in productive use, except that all licenses are valid as specifically granted.

Both parties agree to the application of the laws of the country in which the transaction is performed to govern, interpret, and enforce all of Customer's and IBM's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

2. IBM SaaS

Customer agrees that IBM is not providing it with access to the Internet in order to use IBM SaaS and that Customer remains responsible for Internet access.

Customer acknowledges that International Business Machines Corporation and its subsidiaries (1) do not control the transfer of data over telecommunications facilities, including the Internet, and (2) in a public Internet environment cannot commit to particular confidentiality obligations.

The exchange of any confidential information made under a separate, signed confidentiality agreement, pursuant to 1.8.5b of this Agreement, does not apply to Content. IBM assumes no confidentiality obligations regarding Content, notwithstanding the terms of any separate confidentiality agreement between Customer and IBM.

2.1 Ownership

IBM and its suppliers own IBM SaaS. Customer agrees that title to, ownership of and all rights in and to patents, copyrights, trademarks, and all other intellectual property rights in IBM SaaS, and any copy or part of IBM SaaS will remain with IBM and its suppliers. IBM may subcontract IBM SaaS, or any part of it, including technical support, to subcontractors selected by IBM.

2.2 Warranties

The warranties for IBM SaaS are stated in the Terms of Use.

2.3 Customer's Right to Use

Customer may use an IBM SaaS offering in accordance with its Terms of Use, up to the specified level of use authorized in the IBM SaaS Quotation, on condition that:

- a. Customer ensures that anyone who uses the IBM SaaS offering does so only on Customer's behalf and complies with the terms of this Agreement and the applicable Terms of Use; and
- b. Customer does not
 - (1) use, copy, modify, or make the IBM SaaS offering available, in whole or on part, to third parties except as expressly permitted in this Agreement and the applicable Terms of Use;
 - (2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the IBM SaaS offering, unless expressly permitted by applicable law without the possibility of contractual waiver;
 - (3) use any of the IBM SaaS offering's components, files, modules, audio-visual content, or related licensed materials separately from that of the IBM SaaS offering;
 - (4) rent, sublicense, or lease the IBM SaaS offering;
 - (5) create Internet "links" to or from the IBM SaaS offering; or
 - (6) "frame" or "mirror" any content forming part of an IBM SaaS offering, other than on Customer's own intranets in connection with Customer's authorized use of the IBM SaaS offering.

2.4 Subscription to IBM SaaS

2.4.1 Terms for a Specific IBM SaaS Offering

The terms of a specific IBM SaaS offering are provided in its Terms of Use and may include without limitation definitions, description of subscription and services, charge metrics, and restrictions.

2.4.2 IBM SaaS Subscription Period

An IBM SaaS Subscription Period begins on the date that IBM notifies Customer that Customer has access to the subscribed offering. The end date of a Subscription Period as specified in the IBM SaaS Quotation is the last day of a month.

During an IBM SaaS Subscription Period, Customer may increase Customer's subscribed level of an IBM SaaS offering.

Customer may not decrease Customer's subscribed level of an IBM SaaS offering during a Subscription Period but may decrease in a subsequent Subscription Period.

2.4.3 IBM SaaS Subscription Period Renewal

Customer may renew an IBM SaaS offering at the end of a Subscription Period, unless otherwise specified in the offering's Terms of Use. Some IBM SaaS offerings, as specified in the IBM SaaS offering's Terms of Use, automatically renew at the end of the Subscription Period unless, prior to the end of the Subscription Period, IBM receives, either directly or through Customer's reseller, as applicable, Customer's written notification not to renew.

2.5 Withdrawal of IBM SaaS Offerings

IBM may withdraw an IBM SaaS offering at any time.

2.6 IBM SaaS Technical Support

During an IBM SaaS Subscription Period:

- a. IBM provides assistance, as specified in the ToU, for Customer's offering-specific, task-oriented questions regarding the use of IBM SaaS; and
- b. IBM SaaS technical support is available only for the currently supported versions of IBM SaaS, client operating systems, Internet browsers, and software. IBM technical support is available during the normal business hours (published prime shift hours) of the IBM SaaS support center. Consult the Terms of Use for details applicable to a specific IBM SaaS offering.

2.7 Content

IBM provides only services for Content. IBM is not the publisher of Content transmitted within IBM SaaS.

Customer has sole responsibility for the following:

- a. ensuring the adequacy of any IBM SaaS elements to satisfy any Customer requirements:

- b. all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support;
- c. having all necessary authorizations to allow IBM and its subcontractors to host, cache, record, copy, and display Content, and Customer represents that it has and will keep in effect during its use of IBM SaaS all such authorizations and approvals necessary to grant IBM and its subcontractors these rights, and that such rights are provided at no charge to IBM. Customer retains all right, title, and interest in and to its Content; and
- d. the selection and implementation of procedures and controls regarding access, security, encryption, use, transmission, and backup and recovery of Content.

Customer grants to IBM and its subcontractors a nonexclusive, irrevocable, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, and display Content, solely for the purpose of making IBM SaaS available.

2.8 Termination of IBM SaaS

IBM may withdraw IBM SaaS in its entirety on 12 months' written notice to all then current Customers by letter or e-mail.

Notwithstanding anything to the contrary in this Agreement, if IBM terminates Customer's access to the IBM SaaS offering due to Customer's breach of any of the applicable terms of this Agreement, IBM is not obligated to issue a refund or credit for any unused portion of the IBM SaaS offering.

3. Country-unique Terms

For transactions performed in the countries specified below, the following terms replace or modify the referenced terms in Parts 1 through 2. All terms in Parts 1 through 2 that are not changed by these amendments remain unchanged and in effect. This part 3 is organized as follows:

- Section 3.1 contains multiple country amendments to section 1.11 (Geographic Scope and Governing Law);
- Section 3.2 contains the Americas country amendments to other Agreement terms;
- Section 3.3 contains the Asia Pacific country amendments to other Agreement terms; and
- Section 3.4 contains the Europe, Middle East, and Africa country amendments to other Agreement terms.

3.1 Multiple country amendments to section 1.11 (Geographic Scope and Governing Law)

3.1.1 Geographic Scope

EUROPE, MIDDLE EAST, AND AFRICA

In South Africa, Namibia, Lesotho, and Swaziland, the following paragraph pertains to geographic scope and replaces the first paragraph in section 1.11.2 Governing Law:

The rights, duties, and obligations of each party are valid only in South Africa, Namibia, Lesotho, and Swaziland, unless otherwise stated in a transaction document, except that all licenses are valid as specifically granted.

3.1.2 Governing Law

In the second paragraph of section 1.11 Governing Law, the phrase, "the laws of the country in which the transaction is performed" is replaced with the following:

AMERICAS

- a. in **Canada**: the laws in the Province of Ontario;
- b. in **Mexico**: the federal laws of the Republic of Mexico;
- c. in the **United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines**: the laws of the State of New York, United States;
- d. in **Venezuela**: the laws of the Bolivarian Republic of Venezuela;

ASIA PACIFIC

- e. in **Cambodia and Laos**: the laws of the State of New York, United States;
- f. in **Australia**: the laws of the State or Territory in which the transaction is performed;

- g. in **Hong Kong SAR** and **Macau SAR**: the laws of Hong Kong Special Administrative Region (“SAR”);
- h. in **Taiwan**: the laws of Taiwan;

EUROPE, MIDDLE EAST, AND AFRICA

- i. in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan**: the laws of Austria;
- j. in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna**: the laws of France;
- k. in **Estonia, Latvia, and Lithuania**: the laws of Finland;
- l. in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**: the laws of England; and
- m. in **South Africa, Namibia, Lesotho and Swaziland**: the laws of the Republic of South Africa.

3.1.3 Jurisdiction

The following paragraph pertains to jurisdiction and is added to section 1.11.2 as it applies for the countries identified in bold print below:

All rights, duties, and obligations under this Agreement are subject to the courts of the country in which the transaction is performed except that in the countries identified below, all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

AMERICAS

- a. in **Argentina**: the Ordinary Commercial Court of the city of Buenos Aires,
- b. in **Brazil**: the court of Rio de Janeiro, RJ;
- c. in **Chile**: the Civil Courts of Justice of Santiago;
- d. in **Columbia**: the judges and courts of general jurisdiction of Bogota, Colombia;
- e. in **Ecuador**: the civil judges of Quito for executory or summary proceedings (as applicable);
- f. in **Mexico**: the courts located in Mexico City, Federal District;
- g. in **Peru**: the judges and tribunals of the judicial district of Lima, Cercado;
- h. in **Uruguay**: the courts of the city of Montevideo;
- i. in **Venezuela**: the courts of the metropolitan area of the city of Caracas;

EUROPE, MIDDLE EAST, AND AFRICA

- j. in **Austria**: the court of law in Vienna, Austria (Inner-City);
- k. in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna**: the Commercial Court of Paris;
- l. in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**: the English courts;

- m. in **South Africa, Namibia, Lesotho** and **Swaziland**: the High Court in Johannesburg;
- n. in **Greece**: the competent court of Athens;
- o. in **Israel**: the courts of Tel Aviv-Jaffa;
- p. in **Italy**: the courts of Milan;
- q. in **Portugal**: the courts of Lisbon;
- r. in **Spain**: the courts of Madrid; and
- s. in **Turkey**: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey.

3.1.4 Arbitration

The following terms pertain to arbitration and are added to section 3.1 as they apply for the countries identified in bold print below. The provisions of these paragraphs apply to the extent permitted by applicable governing law and rules of procedure:

ASIA PACIFIC

- a. in Cambodia, India, Laos, Philippines, and Vietnam: Disputes arising out of or in connection with this Agreement will be finally settled by arbitration, which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center (“SIAC Rules”) then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

- b. in the People’s Republic of China: In the event of a dispute, in case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this Agreement will continue to be performed except for the part that the parties are disputing and which is undergoing arbitration.
- c. in Indonesia: Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration that shall be held in Jakarta, Indonesia in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or “BANI”) then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the chairman of the BANI. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English and/or Indonesian language.

EUROPE, MIDDLE EAST, AND AFRICA

- d. in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation; and
- e. in Estonia, Latvia, and Lithuania: All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

3.2 AMERICAS COUNTRY AMENDMENTS

BELIZE, COSTA RICA, DOMINICAN REPUBLIC, EL SALVADOR, HAITI, HONDURAS, GUATEMALA, NICARAGUA, AND PANAMA.

ALL AMERICAS (EXCEPT BRAZIL, CANADA, MEXICO, AND THE UNITED STATES)

The following terms apply to all Americas countries (except Brazil, Canada and the United States), unless a specific country term states otherwise.

1.4 Payment

The following replaces 1.4b:

Amounts are due upon receipt of invoice and payable as IBM specifies in IBM SaaS Quotation. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

1. As long as the country operates in a free currency exchange market, Customer and IBM agree that IBM will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in a transaction document on the date payment is made.
2. If the government of a country establishes any restriction or limitation on its free currency exchange markets, Customer agrees to make payments to IBM in US dollars to a bank account in New York, NY, USA, designated by IBM in the transaction document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law, Customer agrees to pay the amount indicated in the transaction document in country national currency, calculated at the official exchange rate that is in use for the remittance of dividends and net earnings to foreign investors outside the country.

Customer agrees to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid.

LATIN AMERICA

The following term applies to all countries in Latin America, except for Argentina and Brazil.

1.3 Acceptance of Terms

The following replaces the first sentence:

Customer accepts the terms in Agreement, Terms of Use, IBM SaaS Quotation, and transaction documents by signing them.

BRAZIL AND COLOMBIA**1.9 Agreement Termination**

The following is added after the fourth paragraph:

All notices will be sent to the other party by registered letter.

ARGENTINA AND BRAZIL**1.3 Acceptance of Terms**

The following replaces the second sentence:

An IBM SaaS offering becomes subject to this Agreement when IBM accepts Customer's order by signing a transaction document.

1.5 Taxes

Both IBM and the Customer will pay the stamp tax in equal amounts and when applicable Impuesto de Sellos).

BRAZIL**1.4 Payment**

The following replaces 1.4b:

Amounts due are expressed in local currency.

Amounts are due upon receipt of invoice and payable in local currency as IBM specifies in the IBM SaaS Quotation. Customer agrees to pay accordingly, including any late payment fee. Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the rate of one percent per month, both calculated "pro rata die." The late payment fee is calculated against the resultant delinquent amount at the following rates:

1. two percent of the delinquent amount due per the first thirty day period during which any delinquent balance remains unpaid, plus
2. ten percent for each successive thirty day period during which any delinquent balance remains unpaid.

1.8.1 Notices and Communications

The following replaces 1.8.1:

Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;

2.5 Withdrawal of IBM SaaS Offerings

The following is added to this section:

IBM may add or withdraw IBM SaaS offerings at any time. IBM's ability to increase such charges, rates, and minimums will be subject to the requirements of Brazilian law.

PERU**1.7 Limitation of Liability**

The following is added to the end of this section:

Except as expressly required by law without the possibility of contractual waiver, Customer and IBM intend that the limitation of liability in this Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular

claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action. In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

NORTH AMERICA

CANADA

1.7 Limitation of Liability

1.7.1 Items for which IBM May be Liable

The following replaces the last sentence in this section 1.7.1:

Damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence for which IBM is legally liable are not subject to a cap on the amount of damages.

1.8 General Principles of Our Relationship

1.8.3 Compliance with Laws

The following replaces the one-sentence paragraph at the end of this section:

Each party will comply with applicable export and import laws and regulations, including those that apply to goods of US origin and those that restrict or prohibit or limit export for certain uses or to certain users.

1.8.5 Other Principles of Our Relationship

The following replaces item 1.8.5f:

No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Customer except or as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

The following subsection is added:

1.8.6 Data Privacy

For purposes of this section, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel, or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

a. General

- (1) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").
- (2) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

b. Security Safeguards

- (1) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical, and organizational security measures required to protect Personal Data.
- (2) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.
- (3) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.
- (4) Additional or different services required to comply with the Laws will be deemed a request for new services.

c. Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties, or otherwise processed to fulfill the purpose(s) for which it was made available.

d. Access Requests

- (1) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.
- (2) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.
- (3) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

e. Retention

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

f. Public Bodies Who Are Subject to Public Sector Privacy Legislation

For Customers who are public bodies subject to public sector privacy legislation, this section 1.8.6 applies only to Personal Data made available to Customer in connection with this Agreement, and the obligations in this section apply only to Customer, except that: 1) section b(1) applies only to IBM; 2) sections a(1) and d(1) apply to both parties; and 3) section d(2) and the last sentence in a(2) do not apply.

UNITED STATES OF AMERICA**1.8 General Principles of Our Relationship****1.8.4 Dispute Resolution**

The following is added to the end of this section:

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

1.8.5 Other Principles of Our Relationship

The following is added as 1.8.5.n:

U.S. Government Users Restricted Rights - Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the IBM Corporation.

3.3 ASIA PACIFIC COUNTRY AMENDMENTS**AUSTRALIA****1.2 Definitions - Definition of "Personal Data"**

The definition is amended and replaced with the following:

"Personal Data – any information that can be used to identify a specific individual such as name, email address, home address or phone number that is provided to IBM to store, process or transfer and includes Personal Information as defined by the Privacy Act 1988 (Cth)."

1.4 Payment

The following paragraph is added after 1.4b as 1.4c:

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

1.5 Taxes

The following paragraph replaces 1.5 in its entirety:

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the IBM SaaS offering itself, that is not otherwise provided for in the amount payable, Customer agrees to pay it when IBM invoices Customer. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

1.7 Limitation of Liability

The following paragraph is included at the end of 1.7.1:

Where IBM is in breach of a guarantee implied by the Competition and Consumer Act 2010, IBM's liability is limited to, at IBM's discretion:

- (1) the supplying of the services again or
- (2) the payment of the cost of having the services supplied again; and

Where services are of a kind ordinarily acquired for personal, domestic, or household use or consumption, then none of the limitations in this section apply.

2.2 Warranties

The following paragraph is added after the paragraph that begins "These warranties are customer's exclusive warranties.."

The warranties specified this Section are in addition to any rights Customer may have under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation. The reference to warranties and conditions throughout this agreement includes a reference to guarantees for the purpose of the Competition and Consumer Act 2010.

2.7 Content

The following paragraph is added after the paragraph that begins "IBM provides only storage and delivery services for Content."

To the extent IBM is collecting any Personal Data, Customer acknowledges that in disclosing the Personal Data to IBM, it has undertaken all steps necessary to comply with the disclosure and collection requirements of the National Privacy Principles contained in the Privacy Act 1988, Customer agrees and acknowledges that it has taken reasonable steps to disclose to the relevant individuals such information about IBM that is prescribed under National Privacy Principle 1.3 that Customer reasonably believes is necessary for Customer to comply with the National Privacy Principle.

NEW ZEALAND

1.2 Definitions - Definition of "Personal Data"

The definition is amended and replaced with the following:

"Personal Data – any information that can be used to identify a specific individual such as name, email address, home address or phone number that is provided to IBM to store, process or transfer and includes Personal Information as defined by the Privacy and Personal Information Protection Act."

1.4 Payment

The following paragraph is added after 1.4b as 1.4c:

All charges or other amounts payable under this Agreement are specified to include applicable services tax ("GST").

1.5 Taxes

The following paragraph replaces 1.5 in its entirety:

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the IBM SaaS offering itself, that is not otherwise provided for in the amount payable, Customer agrees to pay it when IBM invoices Customer. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

2.2 Warranties

The following paragraph is added after the paragraph that begins "These warranties are customer's exclusive warranties.."

The warranties specified in this section are in addition to any rights Customer may have under the Consumer Guarantee Act 1993 or other legislation that cannot be excluded or limited by law.

HONG KONG SAR, MACAU SAR, AND TAIWAN

As applies to transactions initiated and performed in Taiwan and the Special Administration Regions "SARs" specified, phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with the following:

- 1) In **Hong Kong SAR**: "Hong Kong SAR"
- 2) In **Macau SAR**: "Macau SAR," except under section 1.11.2 (Governing Law) above; and
- 3) In **Taiwan**: "Taiwan."

INDIA**1.8.4 Dispute Resolution**

The following replaces the final sentence in 1.8.4:

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

INDONESIA**1.9 Agreement Termination**

The following paragraph is added:

Both parties waive the provisions of article 1266 of the Indonesian Civil Code to the extent the article requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN**1.4 Payment**

Add the following sentence:

Customer agrees to pay within 30 days from our invoice date.

1.8.4 Dispute Resolution

The following is inserted at the end of 1.8.4:

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

SINGAPORE**1.8.5 Other Principles of Our Relationship**

The following replaces the terms of 1.8.5e:

Subject to the rights provided to IBM's IBM SaaS offering developers and suppliers as provided in 1.7 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

3.4 EUROPE, MIDDLE EAST, AFRICA COUNTRY AMENDMENTS**Amendments Applicable to Many Countries****EUROPE, MIDDLE EAST, AND AFRICA****EU MEMBER STATES AND ADDITIONAL COUNTRIES SPECIFIED**

The following term applies to all EU Member States, Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

1.8.5 Other Principles of Our Relationship

The following replaces 1.8.5d:

- a. Definitions – For the purposes of 1.8.5d, the following additional definitions shall apply:
 - (1) Business Contact Information – business-related contact information disclosed by Customer to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Customer's employees and contractors.

- (2) Business Contact Personnel – Customer employees and contractors to whom the Business Contact Information relates. For Austria, Italy, and Switzerland, Business Contact Information also includes information about Customer and its contractors as legal entities (for example, Customer's revenue data and other transactional information).
 - (3) Data Protection Authority – the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.
 - (4) Data Protection & Electronic Communications Legislation – i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.
 - (5) IBM Group – International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.
- b. Customer authorises IBM:
- (1) to process and use Business Contact Information within IBM Group in support of Customer, including the provision of support services, and for the purpose of furthering the business relationship between Customer and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the “Specified Purpose”); and
 - (2) to disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.
- c. IBM agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.
- d. To the extent required by the Data Protection & Electronic Communications Legislation, Customer represents that it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.
- e. Customer authorizes IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

WESTERN EUROPEAN COUNTRIES

EMEA-WIDE

1.4 Payment

The following replaces 1.4b for the following countries except as noted:

Amounts are due and payable upon receipt of invoice. Customer agrees to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, (or in the case of quarterly advance billing of recurring charges, within 60 days from the date of invoice), Customer may be subject to late payment charges.

The late payment charges are calculated as follows:

Belgium and Luxembourg:

Replace the first sentence in the second paragraph of the above EMEA-wide text with the following:

Any amounts not paid within the terms stated on the IBM invoice will be subject to a late payment fee that will be equal to 1% per period of 30 days, based on the outstanding balance VAT included, until paid in full. Late payment fees due will have to be paid at the end of each period of 30 days.

Denmark and Sweden:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

Estonia, Latvia, and Lithuania:

2% per month apportioned to the number of days of delay.

Finland:

Interest according to the Act on interest rate apportioned to the number of days of delay.

France:

In compliance with article 441-6 of the Code of Commerce, a late payment fee is payable, without any need for IBM to issue a reminder, in respect of the period commencing on the day following the payment due date specified on IBM's invoice, and ending on the date when full payment of the invoiced amount is made; such late payment fee shall be calculated on the basis of a rate equal to the European Central Bank's rate for its most recent refinancing operation, plus 10 points.

Germany:

Late payment fees will be calculated according to the German statutory rate.

In the second paragraph of the above EMEA-wide text replace both usages of "date of invoice" with the following:

due date

Greece:

The following replaces the above EMEA-wide text:

Amounts are due and payable upon receipt of invoice. If payment is not made within 30 days from the date of invoice, Customer may be subject to late payment fees.

The late payment fees will be calculated, per day of actual delay, from the due date of the invoice, based on the maximum rate of late payment fee allowed by law.

Italy:

Replace the final paragraph of the above EMEA-wide text with the following:

The late payment charges will be calculated, per day of actual delay, based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment has been received by IBM, increased by three points.

In case of no payment or partial payment and following a formal credit claim procedure or trial IBM might initiate, the late payment fee will be calculated from the due date of the invoice based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment was due, increased by three points. IBM can transfer the credit to a factoring company; if IBM does so, it will advise Customer in writing.

Netherlands:

The following replaces the second and third sentences of the EMEA-wide text:

If payment is not made within 30 days from the date of invoice, Customer will be in default without the necessity of a default notice. In such case Customer will be subject to late payment fees of 1% per month.

Norway:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

South Africa, Namibia, Lesotho, Swaziland:

Such charges accrue daily from the date payment must have been received by IBM, and will be equal to 2% (two percent) above the ruling prime rate (of a bank designated by IBM) on any outstanding payment.

Spain:

Such fees will be calculated applying 1% of the charges per month to the number of days of delay.

UK and Ireland:

Such charges will be calculated at a monthly rate of 2% of the invoice amount, or as permitted by applicable law.

UK, Ireland, South Africa, Namibia, Lesotho, Swaziland:

Add the following:

IBM's rights relating to late payment charges shall be in addition to any other right that IBM may have in the event that Customer fails to make any payment due to IBM under this Agreement.

IBM reserves the right to require payment in advance of delivery or other security for payment.

AUSTRIA**1.4 Payment**

Replace the above EMEA-wide text in 1.4b with the following:

Payment in full is due and payable without deduction upon receipt of invoice. Customer agrees to pay accordingly, including any late payment fees. If the invoice amount is not received on IBM's account within 30 days, upon due date, IBM may charge late payment fees at the rate indicated in the transaction document.

1.7 Limitation of Liability

The following sentence is added:

The following limitations and exclusions of IBM's liability do not apply for damages caused by gross negligence or willful misconduct.

1.7.1 Items for which IBM May Be Liable

The following replaces the first sentence:

Circumstances may arise where, because of a default by IBM in the performance of its obligations under this Agreement or other liability, Customer is entitled to recover damages from IBM.

In the second sentence of the first paragraph, delete entirely the parenthetical phrase "(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)."

1.7.2 Items for which IBM Is Not Liable

The following replaces 1.7.2b:

indirect damages or consequential damages; or

AUSTRIA, DENMARK, ESTONIA, FINLAND, LATVIA, LITHUANIA, NORWAY, SWEDEN:**1.5 Taxes**

Delete the last sentence:

This excludes those taxes based on IBM's net income.

BELGIUM, FRANCE, UK, IRELAND, SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND:**1.5 Taxes**

Delete 1.5.

EGYPT**1.8. General Principles of Our Relationship**

Delete 1.8.1.

GERMANY**1.7 Limitation of Liability**

The following replaces the Limitation of Liability section in its entirety:

- a. IBM will be liable without limit for 1) loss or damage caused by a breach of an express guarantee; 2) damages or losses resulting in bodily injury (including death); and 3) damages caused intentionally or by gross negligence.
- b. In the event of loss, damage and frustrated expenditures caused by slight negligence or in breach of essential contractual obligations, IBM will be liable, regardless of the basis on which Customer is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), per claim only up to 12 months' charges Customer paid for the IBM SaaS offering that caused the loss or damage. A number of defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one default.

- c. In the event of loss, damage and frustrated expenditures caused by slight negligence, IBM will not be liable for indirect or consequential damages, even if IBM was informed about the possibility of such loss or damage.
- d. In case of delay on IBM's part: 1) IBM will pay to Customer an amount not exceeding the loss or damage caused by IBM's delay and 2) IBM will be liable only in respect of the resulting damages that Customer suffers, subject to the provisions of Items a and b above.

1.8.4 Dispute Resolution

The following replaces the third sentence of 1.8.4:

Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section (Warranties) of this Agreement.

1.8.5 Other Principles of Relationship

The following replaces 1.8.5e:

No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Customer, except (to the extent permitted in Section 1.7 (Limitation of Liability) for: i) bodily injury (including death); or ii) damage to real or tangible personal property for which (in either case) IBM is legally liable to that third party.

2.2 Warranties

Items Not Covered by Warranty

The following replaces the subsection:

Without prejudice to Customer's rights under other warranty provisions of this Agreement, IBM does not warrant uninterrupted or error-free operation of any IBM SaaS offering, or that IBM will correct all defects.

IRELAND AND UNITED KINGDOM

1.7.1 Items for Which IBM May Be Liable

The following replaces the first paragraph of the Subsection:

For the purposes of this section, a "Default" means any act, statement, omission or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to Licensee, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM. Regardless of the basis on which Licensee is entitled to claim damages from IBM and except as expressly required by law without the possibility of contractual waiver, IBM's entire liability for any one Default will not exceed the amount of any direct damages, to the extent actually suffered by Licensee as an immediate and direct consequence of the default, up to the greater of (1) 500,000 euro (or the equivalent in local currency) or (2) 125% of the charges (if the Program is subject to fixed term charges, up to 12 months' charges) for the Program that is the subject of the claim. Notwithstanding the foregoing, the amount of any damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable is not subject to such limitation.

1.7.2 Items for Which IBM is Not Liable

The following replaces Items 1.7.2b and 1.7.2c:

- b. special, incidental, exemplary, or indirect damages or consequential damages; or
- c. wasted management time or lost profits, business, revenue, goodwill, or anticipated savings.

NETHERLANDS

1.4 Payment

Add the following paragraphs to 1.4b:

We may apply Customer's payment to Customer's other outstanding invoices.

Our rights relating to late payment charges shall be in addition to any other right that we may have in the event that Customer fails to make any payment due to us under this Agreement.

We reserve the right to also base our decision on the conclusion of an agreement with Customer on Customer's solvency and to require payment in advance of delivery or other security for payment.

Customer's obligation to pay is unconditional and shall not be subject to any abatement, reduction, set-off, defense, counter-claim interruption, deferment, or recoupment.

1.5 Taxes

Replace 1.5 with the following:

Customer agrees to pay all taxes and duties, regardless of their qualification, unless specified otherwise on the invoice.

SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND

1.4 Payment

Add the following additional sentence:

When Customer makes payment by cheque, payment is deemed to have been made only when Customer's cheque has been received by IBM and its relevant account has been credited by IBM's authorised bankers.

SWITZERLAND

1.8 General Principles of Our Relationship

Delete 1.8.1.

TURKEY

1.4 Payment

The following replaces 1.4b

Amounts are due and payable upon receipt of invoice. Customer agrees to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, Customer may be subject to late payment charges.

Add the following to the end of this section:

Customer is responsible for all banking charges (including, but not limited to, LC charges, commissions, stamps, and extensions) incurred within and outside of Turkey.

IRELAND AND UNITED KINGDOM

The following sentence is added to the first paragraph of the preamble:

Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

1.7 Limitation of Liability

1.7.1 Items for Which IBM May Be Liable

The following replaces the first paragraph of the Subsection:

For the purposes of this section, a "Default" means any act, statement, omission or negligence on the part of IBM in connection with, or relating to, any Program license granted, any goods sold or services rendered by IBM under this Agreement in respect of which IBM is legally liable to Customer, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default by IBM in the performance of its obligations under this Agreement or other liability, Customer is entitled to recover damages from IBM.

Regardless of the basis on which Customer is entitled to claim damages from IBM and except as expressly required by law without the possibility of contractual waiver, IBM's entire liability for any one Default will not exceed the amount of any direct damages, to the extent actually suffered by Customer as an immediate and direct consequence of the default, up to the greater of (1) 500,000 euro (or the equivalent in local currency) or (2) 125% of the charges (if the Eligible Product is subject to fixed term charges, up to 12 months' charges) for the Eligible Product that is the subject of the claim. Notwithstanding the foregoing, the amount of any damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable is not subject to such limitation.

1.7.2 Items for Which IBM is Not Liable

The following replaces Items 1.7.2b and 1.7.2c:

- b. special, incidental, exemplary, or indirect damages or consequential damages; or
- c. wasted management time or lost profits, business, revenue, goodwill, or anticipated savings.

Once this Agreement is accepted, 1) unless prohibited by applicable law or specified otherwise, any reproduction of it or the Quotation made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and 2) all IBM SaaS offerings ordered under this Agreement are subject to it.

Agreed to:

Customer Company Name:

Agreed to:

IBM Company Name:

By _____
Authorized signature

Title:

Name (type or print): Alex Zaharieff

Date: September 26, 2016

Customer number: 3922968

Enterprise number:

Customer address: 851 Orchard Ln.
Beavercreek, OH. 45434

By _____
Authorized signature

Title:

Name (type or print):

Date:

Agreement number:

IBM address:



**BEAVERCREEK TOWNSHIP
PURCHASE REQUEST**

57 of 106
No 07777
Budget Line Item

1 0 0 0 - 7 1 0 - 3 6 0 - 3 0 0 0

Purchase Order/Blanket Certificate

Transfer Funds New PO

7 5 - 2 0 1 6

PURCHASE DETAILS

Purchaser: JEFF TERRY

Date: 26 SEP 16

Item(s) Requested: MaaS 360 RENEWAL

Item(s) Cost: \$694.08

New Vendor Vendor: IBM, CORP.

Vendor Address: PO BOX 643600

PITTSBURGH, PA. 15264-3600

APPROPRIATION INFORMATION Split Approp

Starting Balance: \$10,000.00

Current Balance: 2,188.05

Requested Amount: 694.08

New Balance: \$1,493.97

PURCHASE APPROVALS

Department Approval: [Signature]

Trustee Required Trustee: _____

Trustee: _____

Fiscal Officer: _____

PAYMENT INFORMATION

Adjustments: _____

Check Date: _____

Check Number: _____

Check Amount: _____

Goldenrod: Originator Pink: Department Head Yellow: Township A/P White: Township File

2. In Motion Service Agreement

2.1 The following purchase request is for the InMotion device in the Sheriff's Explorer.

2.2 See attached documentation...

MOTION

I MAKE A MOTION TO APPROVE PURCHASE REQUEST # 07778 TO SIERRA WIRELESS AMERICA, INC. FOR WARRANTY AND SUPPORT OF 1EA. IN-MOTION DEVIACE IN THE AMOUNT OF \$399.00 AND AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO SIGN FOR THE BOARD



Sierra Wireless America, Inc.
 a company incorporated in Delaware, USA
 and having offices at
 Suite A – 2738 Loker Ave West
 Carlsbad, CA 92010
 Tel: 760 444 5650
 Fax: 760 444 5491

Quote # ATHA-UHQS9

Customer Reference #
Date of Quotation 09/22/2016 11:01 AM
Valid Until 10/31/2016
Prepared by Ryan Robertson
 rrobertson@sierrawireless.com
 +1

BILL TO
 Beavercreek Township
 1981 Dayton Xenia Road
 Beavercreek, OH 45434
 USA

SHIP TO
 Beavercreek Township
 1981 Dayton Xenia Road
 Beavercreek, OH 45434
 USA
 Jeff Terry

SHIPPING & DELIVERY
Delivery Terms Delivered Duty Paid
Delivery Point
Initial & Standard
Delivery Lead Time

PAYMENT TERMS
Trade Terms Net 30 Days
Currency USD

WARRANTY
Warranty Period Hardware: 12 Months / Software: 6 Months

	SKU	Product Description	Quantity	Unit Price	Total Price
1	IMTSUP101512	oMG Platinum Support Annualw/ Hosted oMM, 1yr Support from 09/01/16 - 08/31/17	1	\$ 249.00	\$ 249.00
2	IMTSUP426	Bridging Fee: 13-24 monthsout of warranty/support For units out of support from 02/01/15	1	\$ 150.00	\$ 150.00

Shipping Cost \$
Grand Total \$ 399.00

Quote Message:



The Sierra Wireless entity named above ("**Sierra Wireless**") offers to sell and licence to the Customer named above the Products described in Appendix 1 in accordance with the Commercial Terms set out above, the General Terms & Conditions set out hereunder, at the Prices set out in Appendix 1 (all of the foregoing collectively the "**Quotation**").

BY ISSUING A PURCHASE ORDER FOR THE PRODUCTS DESCRIBED IN APPENDIX 1, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE QUOTATION, INCLUDING THE GENERAL TERMS & CONDITIONS OF SALE AND THE APPLICABLE PRODUCT USE RESTRICTIONS SET OUT IN SECTIONS 18 & 19 THEREIN, AND ACKNOWLEDGES THAT THE QUOTATION CONTAINS PROVISIONS WHICH LIMIT THE CUSTOMER'S RIGHTS AND REMEDIES AGAINST SIERRA WIRELESS.

Customer's terms and conditions shall not be applicable to this Quotation or any sale of the Products described in Appendix 1 by Sierra Wireless, notwithstanding any provision to the contrary.

Taxes:

Appropriate tax will be collected at invoicing.

Services:

In the event that the Customer wishes to engage Sierra Wireless to perform professional services, the parties shall execute a Services Agreement, which will set forth the statement of work and fees.

TERMS & CONDITIONS

1. **OBJECT.** Sierra Wireless shall sell and license to the customer ("Customer") identified in the Quotation or Sales Order Acknowledgement, as applicable, and Customer shall purchase and licence from Sierra Wireless, the Products only in accordance with these Terms and Conditions. These Terms and Conditions constitute a material part of the agreement between Sierra Wireless and Customer. Sierra Wireless hereby objects to and rejects any additional or different terms proposed by Customer, including those contained in Customer's purchase order, unless Sierra Wireless expressly agrees to such terms in writing. "Products" includes, without limitation: hardware (including firmware), Software and User Materials. "Software" means the software elements of the Products and includes, if provided by Sierra Wireless, software updates, but specifically excludes the application framework software (such as, without limitation, "Legato™"). "User Materials" are the materials (including drawings, diagrams, specifications, datasheets, documentation, training manuals, technical bulletins and user manuals) for the use, and (where permitted) servicing, of the hardware and Software. "Sierra Wireless" means the Sierra Wireless entity described in the header of the Quotation or the Sales Order Acknowledgement, as applicable. "Sierra Wireless" includes all Affiliates of Sierra Wireless. An "Affiliate" is any legal entity or entities directly or indirectly controlling, controlled by, or under common control with Sierra Wireless. "Control" means the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares, partnership interests, membership shares or similar ownership interest of such controlled entity.
2. **PURCHASE ORDERS.** Customer shall issue purchase orders ("Purchase Orders") to Sierra Wireless by facsimile, e-mail, or mail. The form of each Purchase Order shall comply with the laws of Customer's domicile. Each Purchase Order shall include: the Sierra Wireless quotation number, as applicable; the quantities, Sierra Wireless SKUs (part numbers), unit prices and total price (exclusive of tax) of the Products ordered; the requested shipping date; the agreed conditions of delivery; the terms of payment; and the contact information for the Customer; and, if different from the account registration, the "Bill To" address. Only Purchase Orders which Sierra Wireless accepts by issuing a written acknowledgement (a "Sales Order Acknowledgement") to Customer within five (5) business days of receipt of the Purchase Order are binding on Sierra Wireless. Each Sales Order Acknowledgement shall include the Sierra Wireless sales order number; the quantities, SKUs (part numbers), unit prices and total price (exclusive of tax) of the Products ordered; the scheduled shipping date and delivery point; the agreed conditions of delivery; the terms of payment; and the contact information for Sierra Wireless' Sales Administrator; and, if Sierra Wireless agrees to any non-standard provisions in the Purchase Order, acceptance of those provisions. Customer may not modify or revoke an accepted Purchase Order (as evidenced by a Sales Order Acknowledgement), or modify or cancel a Sales Order Acknowledgement, without the prior written agreement of Sierra Wireless.
3. **TITLE AND DELIVERY.** Title. Subject to Article 12 below (Intellectual Property), title to the Products shall pass to Customer when Sierra Wireless ships the Products to Customer. Delivery. Sierra Wireless shall deliver the Products at the delivery point and delivery term (INCOTERMS 2010) indicated on the Quotation or Sales Order Acknowledgment, as applicable.
4. **EXPORT CONTROL.** Customer shall not, whether directly or indirectly (including facilitating a third party), export or re-export the Products from the country in which Customer has indicated to Sierra Wireless the Products will be sold and licensed to end-users without obtaining all applicable governmental licences.
5. **LICENCE.** Effective the date of delivery of the Products to Customer, Sierra Wireless grants Customer a non-exclusive, non-transferable, worldwide, fully paid-up licence ("Licence") to: (a) use the inventions protected by issued patents or pending applications owned or licensed by Sierra Wireless that are embodied in the Products; (b) use, copy and distribute the User Materials and the Software, in object code form only, solely in connection with the distribution, sale and provision of first tier support of Products to end-user customers. Restrictions on Use. Customer shall not, directly or indirectly: (a) modify, decompile or translate the Software; or (b) reverse engineer, disassemble, or create a derivative of, the Software or Products.
6. **CHANGES TO THE PRODUCTS.** Sierra Wireless shall give Customer at least ninety (90) days written notice of all changes to the Products that materially affect the quality, performance, fit or function of the hardware elements of the Products, and which negatively affect the features or performance of the Software.
7. **PRICES AND TERMS OF PAYMENT.** Prices. The prices in the Quotation and Sales Order Acknowledgement include all applicable fees for the Licences, all necessary packaging, and are based on delivering the Products per Article 3 (Delivery Terms), but do not include applicable federal, state, provincial, local or other government taxes. Invoicing. Sierra Wireless shall invoice Customer upon shipment of the Products. Payment. Customer shall pay all invoices in the currency stated in the invoice, in accordance with the payment terms set out in the Sales Order Acknowledgement and any payment instructions provided by Sierra Wireless. Late Payment. If Customer fails to pay any amount not in dispute when due, Sierra Wireless may, without prejudice to any other remedy, stop or suspend its performance, alter payment terms, terminate the agreement and any other agreements with Customer, and charge interest on all overdue amounts at the rate of one percent (1.0%) per month compounded monthly (12.68% per year), or if less, the maximum rate allowed by law. Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses. Despite the forgoing, where the laws of the Customer's jurisdiction of incorporation provide an alternative method for calculating interest on late payments, such method shall prevail.
8. **LIMITED WARRANTY.** Sierra Wireless warrants to the Customer that, from the date of invoicing of the Products through the Warranty Period (as defined below): (a) the Products will substantially comply with, and perform per, the datasheet specifications available at www.sierrawireless.com; (b) the hardware, and the media on which any Software is provided, shall contain only new materials and shall be free from material defects in design, materials and workmanship under normal use; and (c) title to the Products shall be free of liens, security interests and other claims. Unless otherwise stipulated by Sierra Wireless in a Quotation, the "Warranty Period" for the hardware elements of the Products is twelve (12) months, and for the Software is ninety (90) days, from the date of shipment. Not Covered. Sierra Wireless does not warrant that: (i) the Products will provide uninterrupted or error-free operation; (ii) except as set out in the Specifications, the Products will operate satisfactorily in conjunction with other manufacturer's hardware, media or software; or (iii) Sierra Wireless will correct minor program defects in the Software which do not materially affect the ability of the Software to perform in accordance with the Specifications. The warranty does not apply to Products that: (i) have been installed, used or operated other than per the User Materials; (ii) have been maintained, altered or modified, opened or repaired, other than by Sierra Wireless or its authorized service provider; (iii) have been physically damaged, other than by

Sierra Wireless or its authorized service provider; (iv) have experienced signal reception problems, unless caused by a defect in material(s) or workmanship in the Product; (v) have been used outside of published maximum ratings or with hardware that is electrically or mechanically incompatible as assessed by Sierra Wireless; or (vi) have had their serial numbers altered, removed or rendered illegible. The warranty does not cover or include: (i) the cost of installation, removal, reinstallation, or rework of other equipment; (ii) damage due to accidents, failure of Customer to follow instructions, misuse, abuse, neglect, fire, flood, war, or acts of God; (iii) technical assistance to install, configure, or operate the Product; and (iv) third party products not manufactured by Sierra Wireless, which are provided "as is", without warranty of any kind, unless otherwise expressly specified by Sierra Wireless. Return Procedure. To return a defective Product, Customer must contact Sierra Wireless via one of the methods set forth at www.sierrawireless.com/support under the section entitled "Repair and Warranty" to request a Return Material Authorization ("RMA"), and follow the instructions set out in the RMA. If Sierra Wireless finds that the returned Product meets the warranty conditions set out in this section, it shall, at its expense and option: (1) repair the defective Product, apply the current Product firmware release, or replace the defective Product with a new or rebuilt unit (which may use refurbished parts of similar quality and functionality) or a substitute unit of equal or superior functionality; (2) ship the repaired or replaced Product back to Customer; and (3) warrant the repaired or replaced Product for a period of ninety (90) days or the remainder of the original Warranty Period, whichever is longer; or if Sierra Wireless is not able to repair or replace the defective Product, it will credit the Customer's account in the amount of the net purchase price paid by Customer for such defective Product. No Fault Found. If Sierra Wireless is, despite reasonable commercial efforts, unable to find a fault with a Product returned by Customer under the warranty: (a) the returned unit shall be deemed to be No Fault Found ("NFF"), and Sierra Wireless shall ship the NFF unit back to Customer at Customer's expense, and (b) Customer may be required to pay the NFF fee specified on the Quotation for each NFF unit if the specified NFF Threshold is exceeded. Safety Critical Systems. Customer acknowledges that the Products are not designed, authorized or warranted to be suitable for use, and warrants that it will not use them, in life or safety critical systems, hazardous environments, or any other environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation, air traffic control systems, life-saving or life-sustaining systems; or in any other application, where a failure or malfunction of the Product may result in personal injury, death or severe damage to property or the environment ("Safety Critical Systems"). Customer acknowledges that any use of the Products in Safety Critical Systems automatically voids all warranties of Sierra Wireless.

9. EXCLUSIONS. The Warranties Set Out In Section 8 Are Sierra Wireless' Exclusive Warranties For The Products. Sierra Wireless Specifically Disclaims All Other Warranties Of Any Kind, Express Or Implied, Including, But Not Limited To, Any Warranties Of Merchantability Or Fitness For A Particular Purpose, Any Warranty Of Non-Infringement, Or Any Warranty That: The Products Will Provide Uninterrupted Or Error-Free Operation; The Products Will Operate Satisfactorily In Conjunction With Other Manufacturer's Hardware, Media, Or Software (Unless Set Out In The Specifications); That Sierra Wireless Will Correct Minor Program Defects In The Software Which Do Not Materially Affect The Performance Of The Software; Or That The Products Are Suitable For Use In Safety Critical Systems.

10. INDEMNIFICATION BY CUSTOMER. Customer shall indemnify and hold Sierra Wireless harmless from all loss, expense and damages (including reasonable attorneys' fees) which may be incurred by Sierra Wireless as a result of any claims or actions resulting from: (i) damage to property, personal injury or death caused by the use of the Products in Safety Critical Systems by the Customer or any party to whom Customer has, directly or indirectly, supplied the Products; or (ii) Customer's breach of any of its obligations hereunder and, without limitation, any breach by Customer of the restrictions in sections 18 and 19 hereunder.

11. INDEMNIFICATION BY SIERRA WIRELESS. Subject to section 12, Sierra Wireless will defend and indemnify Customer against any damages, liabilities or costs (including reasonable attorneys' fees) finally awarded by the court to a third party, or agreed to by Sierra Wireless as settlement proceeds, in respect of any claim, suit or proceeding filed against Customer by a third party alleging that Products manufactured and supplied by Sierra Wireless to Customer directly infringe any patent, copyright or trade secret of the third party, provided Sierra Wireless is: (i) promptly notified in writing and furnished a copy of such claim, suit or proceeding, (ii) given the information, authority and assistance it needs to defend against or settle the claim, and (iii) given sole control of the defense and any settlement negotiations. Sierra Wireless shall have no obligation to defend and no liability to indemnify for any damages, liabilities or costs to the extent that an infringement allegation is based upon: (i) use of the Products in an application or environment, or in combination with any other product or software, or on a platform or with devices, for which the Product was not designed or contemplated; (ii) modifications, alterations or enhancements of the Product not created or provided by Sierra Wireless; (iii) any patent, copyright or trade secret which Customer or any of its affiliates owns or to which they have exclusive interest; (iv) the use of a non-current version of the Software, provided Sierra Wireless has made a more recent or current version of the Software (with equivalent or better functionality) available to Customer at no charge; and (v) use of a third party's products or software. In the event of an allegation for which Sierra Wireless is obligated to defend Customer pursuant to this section 12, Sierra Wireless may, but shall not be obligated to: (i) obtain a license that allows Customer to continue to use the Products, (ii) replace or modify the Products so as to be non-infringing, but in a manner that does not materially affect the functionality of the Products, or (iii) if neither (i) nor (ii) is reasonably commercially available, refund to Customer all amounts paid for the affected Products, depreciated on a straight-line basis over a three year period, and prospectively cease to indemnify Customer with regard to such Products without being in breach of these Terms and Conditions.

12. LIMITED LIABILITY. In No Event Shall Sierra Wireless Be Liable For Any Indirect, Special, Incidental Or Consequential Damages in connection with or arising out of these terms and conditions or the use of the products provided hereunder, Including without limitation Loss Of Profits Or Revenues, Lost Data, Failure To Realize Expected Savings, Or Any Other Commercial Or Economic Losses Of Any Kind, Whether Based On Contract, Tort (Including Theories Of Negligence, Recklessness, Strict Liability, Or Defective Product Liability), Or Any Other Legal Theory, Even If Sierra Wireless Was Advised Of The Possibility Of Such Damages. Sierra Wireless' Total Liability In Contract, Tort (Including Negligence Or Breach Of Statutory Duty), Misrepresentation Or Otherwise Arising In Connection With The Performance Or Non-Performance Of This Agreement Shall Be Limited To The Lesser Of: (A) One Hundred Thousand (\$100,000) United States Dollars; And (B) The Total Price Paid By Customer For The Products In The Six (6) Month Period Immediately Preceding The Date On Which The Liability Arose. Sierra Wireless Agrees To Sell And License The Products To Customer, And Customer Agrees To Purchase And License THE Products From Sierra Wireless, Only In Consideration Of, And In Reliance Upon, The Provisions Set Out In This Article 13. These Provisions Constitute An Essential Part Of The Bargain Between The Parties And Have Been Reflected In The Price And Other Consideration Flowing Between The Parties. These limitations and disclaimers are not made where prohibited by law.

13. INTELLECTUAL PROPERTY. Except for the Licence granted under Section 5, Customer acknowledges that it acquires no right, title or interest in or to the intellectual property in: (a) the Products; (b) any other product or invention of Sierra Wireless; (c) any combination of the Products with any other product of Sierra Wireless; or (d) any third party elements incorporated in the Products.

14. **NON DISCLOSURE.** This Agreement shall be governed by the Non-Disclosure Agreement referenced in the Quotation or if none is referenced, by the following: all information, including but not limited to technical, financial or commercial information, disclosed by Sierra Wireless to Customer, whether in tangible or intangible form, and whether marked as being confidential or by virtue of its nature could reasonably be expected to be confidential, shall be considered to be "Confidential Information" and shall be subject to the strictest confidentiality obligation. Customer shall not disclose any Confidential Information to third parties, and shall only disclose Confidential Information to those of its employees who have a need to know the Confidential Information to perform their work and who have signed a written agreement of confidentiality at least as stringent as set out herein. Customer may disclose Confidential Information to the extent it is required by law, regulation, court order or any governmental or regulatory body or authority to so disclose, but then only to the extent so ordered or required and exercising all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information. In such circumstances, Customer shall use its best efforts to advise Sierra Wireless at the earliest possible time of the form and content of any Confidential Information that will be disclosed in order to give Sierra Wireless sufficient time to seek a protective order or other appropriate remedy. Customer acknowledges that any use or disclosure of Confidential Information in a manner not authorized by this Agreement will cause Sierra Wireless irreparable harm that could not be fully remedied by monetary damages. Customer agrees that, in addition to any other remedies it may have at law or in equity, Sierra Wireless shall have the right to apply for such injunctive or other equitable relief from a court or arbitrator of competent jurisdiction as may be necessary to prevent the unauthorized or unlawful action.

15. **FORCE MAJEURE.** Sierra Wireless shall not be liable if its performance becomes commercially impracticable due to any contingency beyond its reasonable control including, but without limitation, acts of God, fires, floods, wars, sabotage, civil unrest, accidents, labour disputes (other than those with Sierra Wireless employees), labour shortages, government laws, rules and regulations, whether valid or invalid, inability to obtain material, equipment or transportation, incorrect, delayed or incomplete specifications, drawings, or data supplied by a third party, except that lack of funds or credit shall not constitute a Force Majeure.

16. **GOVERNING LAW & DISPUTES.** All claims or disputes arising hereunder or in connection with these Terms & Conditions shall be governed by the laws of the State of New York, U.S.A. and submitted to arbitration conducted by JAMS in New York, New York in accordance with JAMS rules of arbitration, except as follows: (i) for any Customer incorporated within the regions of Europe, Middle East or Africa, the laws of Switzerland shall govern and arbitration shall be conducted in Paris, France by the International Court of Arbitration in accordance with the ICC rules and procedures; and (ii) for any Customer incorporated within the Asia region, Australia or New Zealand, the laws of the Special Administrative Region of Hong Kong shall apply and the arbitration shall be conducted in Hong Kong, PRC, by the International Chamber of Commerce in accordance with ICC rules and procedures; in each case without regard to the conflict of law provisions of such jurisdiction. For greater certainty, the United Nations Convention on the Sale of Goods (The Vienna Convention) shall not apply to the purchase of Products by Customer. The arbitration shall be binding and conducted in English before a single arbitrator. The parties waive all rights to trial by jury.

17. **GENERAL TERMS.** **Assignment.** Customer shall not assign its order, or any interest therein, or any rights hereunder without the prior written consent of Sierra Wireless. **Waivers.** A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or a different kind. **Entire Agreement.** These Terms and Conditions represent the entire agreement between the parties relating to the sale of Products. No prior representations or statements relating to the sale of the Products made by any Sierra Wireless representative, which are not stated herein or in the Sales Order Acknowledgement or Quotation, shall be binding on Sierra Wireless. No addition to or modification of any provision in this contract shall be binding upon Sierra Wireless unless made in writing and signed by a duly authorized Sierra Wireless representative.

18. **PRODUCT USE RESTRICTIONS.** **PC Card and External Wireless Modems.** Customer hereby acknowledges and agrees that the sale of PC Card Modems, or External Wireless Modems to Customer does not convey to Customer any intellectual property rights of QUALCOMM Incorporated to use such PC Card Modems, or External Wireless Modems in Embedded Applications, including but not limited to any rights under any patent, trademark, copyright, or trade secret. Customer may not use any PC Card Modem or External Wireless Modem in an Embedded Application, alone or in combination with other components or devices, without a separate license from QUALCOMM Incorporated under all applicable patents. Customer's use of any such PC Card Modem or External Wireless Modem in an Embedded Application shall be solely in accordance with the terms and conditions of such license. For purposes of this section 18, the following definitions shall apply:

"Communications Device" means an end user terminal, including but not limited to a telephone, personal computer, personal digital assistant, facsimile machine, monitoring device, multi-media terminal, data entry terminal, automatic teller machine, point of sale terminal or a base station. "Embedded Application" means the use of any assembly, module or modem card embedded within another product in such a way that such assembly, module or modem card is not attachable to or detachable from such other product by an end-user consumer without the use of a tool.

"ExpressCard Standard" means the ExpressCard Standard (Release 1.0), and updates thereto (provided that such updates do not reduce the minimum physical dimensions for a compliant ExpressCard below the dimensions that existed in Release 1.0 as of September 1, 2006) adopted by the Personal Computer Memory Card International Association ("PCMCIA").

"External Wireless Modem" means a CDMA modem device that (i) is not designed for use in an Embedded Application, (ii) is not used, or sold for use, in an Embedded Application, (iii) is designed, packaged and sold as an end-user consumer product solely for external use and coupling to a Communications Device by an end-user consumer, wherein such coupling is accomplished via either (a) a cable or other external physical connector attachable to and detachable from such Communications Device by an end-user consumer without the use of a tool or (b) a wireless personal network interface (e.g., Bluetooth), (iv) when connected to a Communications Device, a visible distance and space is maintained between such Communications Device and such CDMA modem at all times so that the Communications Device and the CDMA modem remain separate and distinct products (i.e., the two products would not be handled, viewed as, or deemed to be, a single or complete integrated product by an end-user), (v) is not capable of initiating or receiving wireless communications transmissions without being attached to a Communications Device, and (vi) has at least one physical dimension of greater than 85.6 millimeters.

"PC Card Modem" means a CDMA modem card that (i) is not designed for use in an Embedded Application, (ii) is not used, or sold for use, in an Embedded Application, (iii) is designed, packaged and sold as an end-user consumer product that is (a) for use solely with a Communications Device, (b) is attachable to and detachable from such Communications Device by the end-user consumer without the use of a tool, and (iv) (a) complies with the physical specifications for Type I, Type II and/or Type III cards as defined in the PC Card Standard or ExpressCard/54 or Express Card/34 cards as defined in the ExpressCard Standard, or (b) integrates a Series A or a Series B USB connector for use in attaching

such CDMA Modem Card to a Communications Device via a USB port, provided that such CDMA Modem has at least one physical dimension of greater than 50 millimeters and includes an integrated antennae.

"PC Card Standard" means the PC Card Standard (including Releases 1.0, 2.0, 2.1, 5.0, and 8.0), and updates thereto (provided that such updates do not reduce the minimum physical dimensions for a compliant PC Card below the dimensions that existed in Releases 1.0, 2.0, 2.1, 5.0, or 8.0 as of September 1, 2006), adopted by the PCMCIA.

19. PRODUCT USE RESTRICTIONS. M2M Data Modules, Telematics Modules, Ruggedized Access Points and Telematics Access Points

Customer hereby acknowledges and agrees that any M2M Data Modules, Telematics Modules, Ruggedized Access Points or Telematics Access Points purchased by Customer hereunder shall be used by Customer solely for incorporation into or as an attachment to a Permitted Device, or installation in a Permitted Vehicle, as the case may be, and any such M2M Data Modules, Telematics Modules, Ruggedized Access Points or Telematics Access Points shall not be used for any other purpose or application or, in the case of M2M Data Modules and Telematics Modules, resold by Customer to any third party as a standalone product. Upon Sierra Wireless' reasonable request, Customer agrees to provide Sierra Wireless with access to its books, records and customer contracts solely to enable Sierra Wireless to confirm that Customer has complied with the preceding sentence. For purposes of this Section 19, the following definitions shall apply:

"CDMA Access Point" means a complete device which (i) connects to CDMA network infrastructure equipment over a CDMA wireless network, (iii) does not incorporate a speaker or keypad, (iv) does not enable end user initiation or reception of a CDMA voice call or data transmission (other than certain operator and/or device requested status information) without connection to a Communications Device, wherein such connection may be made by a physical connection (such as wire or optical fiber), or by a wireless connection (such as an IEEE 802.11 wireless local area network) that does not use a WWAN air interface, (v) when connected to a Communications Device, a visible distance and space is maintained between such Communication Device and the CDMA Access Point at all times so that the Communications Device and the CDMA Access Point remain separate and distinct products (i.e., the two products would not be handled, viewed as, or deemed to be a single or complete integrated product by an end-user), and (vi) is capable of supporting multiple users.

"Communications Device" means an end user terminal, including but not limited to a telephone, personal computer, personal digital assistant, facsimile machine, monitoring device, multi-media terminal, data entry terminal, automatic teller machine, point of sale terminal or a base station. "M2M Data Module" means a data-only CDMA modem card or module which (i) does not provide or incorporate any direct connectors and/or pins which are dedicated for audio input/output; (ii) does not provide a microphone or a means of interfacing a microphone (whether by wire or wireless connection) to such modem card or module; (iii) is sold by Sierra Wireless for use solely when permanently attached to or incorporated into a Permitted Device; and (iv) is not capable of initiating or receiving wireless communications transmissions in accordance with any CDMA based wireless air interface unless it is physically and electrically connected to a Permitted Device.

"Permitted Device" means a utility meter, vending machine, cargo container, health care monitoring device that is only capable of transmitting and/or receiving data (including text messages) to and/or from a maximum of ten (10) pre-programmed destination phone numbers (e.g., physician's office), home security system or industrial security system, provided that such equipment/devices also do not possess any of the elements enumerated in clauses (i) and (ii) of the definition of "M2M Data Module" above and/or are not otherwise capable of being used to support any voice communications.

"Permitted Vehicle" means an automobile (commercial or personal), truck, bus, train or airplane.

"Ruggedized Access Point" means a CDMA Access Point that meets all of the environmental testing and/or certification standards set forth below:

- Class 1, Division 2 specifications
- Specifications for "Class A Digital Devices" pursuant to FCC Part 15 (Code of Federal Regulations, Title 47, Part 15)
- Mil-STD 810F - includes shock, vibration, humidity, and temperature (operational and storage, drop, et al.) specifications.
- International Electrotechnical Commission (IEC) series 60068 (drop, temperature, humidity, ESD, shock, thermal shock, water resistance, et al) equivalent specifications.

"Telematics Access Point" means a CDMA Access Point which (i) is sold for use solely when installed in, or attached via cable to, a Permitted Vehicle; and (ii) is not capable of initiating or receiving wireless communications transmissions in accordance with any CDMA based wireless air interface standard unless it is physically and electrically connected to a Permitted Vehicle.

"Telematics Module" means a CDMA modem card or module which (i) is sold for use solely when incorporated into a Permitted Vehicle, (ii) is not capable of initiating or receiving wireless communications transmissions unless it is physically and electrically connected to a Permitted Vehicle, and (iii) cannot be detached from the Permitted Vehicle by the end user.



BEAVERCREEK TOWNSHIP
PURCHASE REQUEST

65 of 106
No 07778
Budget Line Item

1000 - 710 - [] - [] - [] - [] - [] - []

Purchase Order/Blanket Certificate

Transfer Funds New PO BC - 107

PURCHASE DETAILS

Purchaser: JEFF TERRY

Date: SEP 22, 16

Item(s) Requested: Service Agreement (IN MOTION) ^{SHERIFF}

Item(s) Cost: \$399 -

New Vendor Vendor: SIERRA WIRELESS AMERICA, INC.

Vendor Address: 2738 LOKER AVE, WEST SUITE A
CARLSBAD, CA. 92010

APPROPRIATION INFORMATION Split Approp

Starting Balance: _____

Current Balance: _____

Requested Amount: \$399.00

New Balance: _____

PURCHASE APPROVALS

Department Approval: *J. Terry*

Trustee Required Trustee: _____

Trustee: _____

Fiscal Officer: _____

PAYMENT INFORMATION

Adjustments: _____

Check Date: _____

Check Number: _____

Check Amount: _____

Goldenrod: Originator Pink: Department Head Yellow: Township A/P White: Township File

3. Hardware Upgrade & Bandwidth Increase

- 3.1 As mentioned in the last meeting packet, our current connection to the outside is through aging DSL circuits. These are very quickly approaching End of Life status and are much slower than fiber connections.
- 3.2 Our current Internet Service Provider has provided a quote to upgrade our hardware and increase the current bandwidth.
 - 3.2.1 Hardware upgrade configuration and installation is \$900
 - 3.2.2 Monthly costs would increase from \$500 Monthly to \$800
 - 3.2.3 Current bandwidth is 10MBs download and 4MBs upload. After upgrade it would be 20MBs down and 20MBs up.
- 3.3 Increase the bandwidth would greatly improve our download speeds and provide much better performance especially for training (streaming video)
- 3.4 The agreement has been review by legal and there is some concern with the indemnity clause. Ms. Frick said “I would suggest that the provision either be removed, changed to say that they will indemnify the Township, but not it not be mutual (which I doubt they will agree to) or add “to the extent allowable by law”.
 - 3.4.1 I forwarded this information to Datayard and should have response back by Monday’s meeting
- 3.5 We are currently on a 5 year contract with Datayard. This new contract would supersede it and reduce our commitment to 36 months.
- 3.6 Please see attached documentation, and note; this would increase our monthly obligation by \$300

MOTION

I MAKE A MOTION TO APPROVE PURCHASE REQUEST # 07779 TO DATAYARD FOR INTERNET CONNECTIVITY HARDWARE REPLACEMENT—INCLUDING INSTALLATION AND CONFIGURATION IN THE AMOUNT OF \$900.00 AND AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO SIGN FOR THE BOARD



DATAYARD SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into effective 9/7/2016 for a period of 36 months ("Term") between DATAYARD (a registered trade name of Donet, an Ohio Corporation) doing business at 130 West Second Street, Suite 250, Dayton, OH 45402 and Beavercreek Township ("CLIENT") doing business at 851 Orchard Lane, Suite C, Beavercreek OH, 45434 .

This agreement governs use of all services as specified in DATAYARD Quote 09072016-6180 , attached ("Services").

PART I. DATAYARD SERVICES

1. **Service Level Agreement (SLA).** In its continuing effort to ensure the maximum availability for all Services, DATAYARD will provide CLIENT with the following service level guarantees, hereafter referred to as the "Service Level Agreement":

Service Type	SLA
Access (e.g., T-1, Wireless, Ethernet Express, Metro, Regional Ethernet, Fiber, etc.)	99.95%
Hosting (e.g., VIP, VDC, Ready, etc.)	99.999%
Data Center Co-Location (includes availability of upstream connectivity and power)	99.999%

The Service Level Agreement excludes scheduled maintenance, any planned maintenance or service interruption approved by CLIENT, and any instances where an interruption of Services is initiated by CLIENT.

In the event of an unplanned service interruption impacting availability of Services, DATAYARD will determine the root cause of the service interruption. DATAYARD will use internal and external monitoring systems to determine the actual duration of the service interruption. When requested in writing by CLIENT, DATAYARD will reimburse 1% of the recurring monthly cost for the specific Service(s) that experienced interruption per minute of downtime that exceeds the Service Level Guarantees found above. The reimbursed amount will not

exceed the total recurring monthly cost of the interrupted Service(s). Any disputes concerning the service interruption or DATAYARD's findings must be settled in arbitration as discussed in the Governing Law and Arbitration section of this Agreement.

Any failure by DATAYARD to satisfy this Service Level Agreement will be excused by force majeure events including, but not limited to, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemies, governmental orders, civil commotions, criminal actions taken against DATAYARD, acts of God and other circumstances beyond the reasonable control of DATAYARD.

2. Support Response Time. DATAYARD shall provide CLIENT with after hours contact information for emergency support. DATAYARD shall respond to CLIENT contact within 60 minutes. CLIENT shall provide DATAYARD with contact information for after-hours repair issues. Failure to do so will limit DATAYARD's ability to make proper repairs, and DATAYARD will not be liable for any repair delay. During normal business hours, CLIENT will receive a response to service outage reports within 5 minutes.

3. Teleco Facilities (applicable to access clients only). DATAYARD shall procure the specified connection between CLIENT and the nearest DATAYARD Point Of Presence (POP) from a common carrier and shall administer that connection on CLIENT's behalf. DATAYARD shall be responsible for direct payment to the common carrier for all recurring and non-recurring charges incurred with respect to that connection. In addition to any termination fees noted below, CLIENT will be responsible for any switch fees caused by CLIENT's termination of services. Unless otherwise stated in this agreement, DATAYARD will administer only equipment owned by DATAYARD which will be installed at CLIENT site. Client will be responsible for additional fees for administration of CLIENT owned equipment.

4. Software Licensing (applicable to hosting clients only). If CLIENT has chosen to use DATAYARD Licensing Services, DATAYARD agrees to license the Microsoft products on a monthly basis to CLIENT. The use of the Licensed Products is subject to the terms and conditions set forth in the Microsoft End User Licensing Terms agreement, which, if applicable, is provided with this Agreement. The Licensed Products provided to CLIENT are owned by Microsoft or its suppliers, and upon termination of this Agreement, use of and/or access to the Licensed Products will be terminated.

At the start of this Agreement, a specific number of licenses, either per user or per processor for the Licensed Products, were provided to the CLIENT. The pricing of the Licensed Products provided in this Agreement is subject to change at the discretion of DATAYARD, Microsoft and its suppliers. If at any time during the Term of this Agreement, the CLIENT increases or decreases the number of users and/or processors for any of the Licensed Products described in this Agreement the pricing of the Licensed Products will be subject to

change relative to the increase or decrease.

The use of the Licensed Products requires that CLIENT provide accurate reporting of the usage of the Licensed Products every month. The method of usage reporting for the Licensed Products is subject to change at the discretion of DATAYARD. If the CLIENT has chosen not to use DATAYARD Server Management Services but has chosen to use Licensing Services, the CLIENT must provide DATAYARD with limited access to CLIENT'S servers to ensure accurate usage reporting. In the event of CLIENT'S failure to accurately report usage of the Licensed Products as prescribed in this Agreement, DATAYARD may terminate use of and access to the Licensed Products within 15 days of failure.

5. Management Services. If Management Services are included as part of this Agreement, DATAYARD will provide the following standard management services to maximize the available of managed Services:

- Monitoring of network/host availability, performance statistics, and service availability.
- Configuration and maintenance of base operating system and firmware configuration.
- Installation of official updates, bug fixes, and security updates for base operating system and components released by the operating system vendor.
- One hour of technical support services each month per managed service at no additional charge.

Monthly maintenance windows may be scheduled by DATAYARD for general system maintenance, configuration changes, update installation, etc.

In the case of managed servers, CLIENT will be provided limited access (non-administrative) to the base operating system, but will have full access rights over the user installed applications, user accounts and passwords.

In the event of service interruption, security compromise or other adverse events, DATAYARD alone will determine the root cause of the service interruption, security compromise or other adverse event. DATAYARD will not be held responsible for security compromises that result from any of the following:

- Weak user passwords;
- CLIENT'S misuse, improper use, misconfiguration, alteration, or damage to software or hardware;
- CLIENT'S use of the software with any hardware or software not supplied or supported by DATAYARD;
- CLIENT'S failure to install software updates if such update would have resolved the issue; or
- CLIENT or its employees or independent contractors otherwise use software or hardware in a manner not in accordance with the Agreement.

Any third party software, installation, configuration and licensing fees not explicitly discussed within this Agreement will be covered in

a separate agreement.

6. Data Center Access (applicable to Data Center co-location clients only). CLIENT will have 24/7 physical access to their Co-Location Services while it is hosted in DATAYARD's data center facility. Only authorized CLIENT personnel will be allowed into facility. Access cards will be issued to authorized CLIENT personnel through a formal request process, to include verification of identity using photo ID and formal agreement of authorized CLIENT personnel to DATAYARD Data Center rules and policies. DATAYARD may revoke access to authorized CLIENT personnel that fail to follow DATAYARD Data Center rules and policies. DATAYARD'S Data Center rules and policies may be changed by DATAYARD at any time without notice.

PART II. TERMS AND TERMINATION

7. Initial Term. The initial term of this agreement shall commence on the date the service is turned over to the CLIENT as operational and shall continue in effect for the duration of the specified term, indicated on the first page of this agreement.

8. Renewal. Upon expiration of the Initial Term or any subsequent term this Agreement will automatically renew for an additional 12 month Term ("Renewal Term") at the rate specified in this Agreement unless terminated in writing by either party at least 30 days prior to the end of the Term.

9. Statements and Payments. DATAYARD will provide CLIENT with statements of charges on their DATAYARD accounts as and when such charges are incurred and/or paid. Payments are due within thirty (30) days of the invoice date. Any failure of DATAYARD to provide CLIENT with a statement does not affect the responsibility of CLIENT to pay any incurred charges. CLIENT agrees to pay a late fee to DATAYARD on all amounts overdue. The late fee will be the greater of \$20, or 1.5% percent (18% per annum) of the total amount overdue; but if such rate is in excess of any allowable rate, the late charge will be the maximum rate allowed by law. The late charge will be imposed until all of the overdue amounts are paid. CLIENT will be liable to DATAYARD in the amount of \$35 for each and every payment by check which is returned to DATAYARD or its financial institution for insufficient or uncollected funds. DATAYARD may use various means to recover monies due. If DATAYARD uses a collection agency or uses legal action to recover monies due, CLIENT agrees to pay all fees arising from or relating to the recovery of such monies, including attorneys' fees.

10. Energy Cost Adjustments (applicable to Data Center co-location clients only). DATAYARD reserves the right to adjust pricing for power services delivered to CLIENT once per annum on October 1st of the Initial Term and any Renewal Term thereafter. DATAYARD will limit increases to be no more than the percentage increase from prior year commercial power rates at the applicable data center.

11. Termination. DATAYARD agrees to use its best efforts to deliver quality service and support to the CLIENT. If DATAYARD fails to successfully deliver usable service to CLIENT in a timely fashion, then CLIENT may terminate this agreement without penalty within 30 days of service startup. If CLIENT terminates service after the 30-day startup period, then CLIENT shall pay DATAYARD a termination penalty. The termination penalty will be equal to 50% of the equivalent monthly recurring charge, excluding monthly recurring charges related to Microsoft SPLA licensing, for the remaining months in the agreement term, payable to DATAYARD within 30 days of service termination. DATAYARD may terminate CLIENT's account at any time for any reason, including, without limitation, if (i) CLIENT's account is delinquent and/or CLIENT failed to make payment when due, or (ii) CLIENT's use of the Services is prohibited by law. In addition, DATAYARD may temporarily suspend services, if and for so long as necessary (a) to prevent material network disruptions or interference or fraudulent or illegal activity, whether or not knowingly caused or permitted by CLIENT, or (b) to perform any necessary maintenance or service.

PART III. ADDITIONAL PROVISIONS

12. Acceptable Use. CLIENT shall not knowingly cause or permit (a) material disruptions of or interference with network systems, users, services or equipment or (b) use of the Services for fraudulent or illegal purposes. CLIENT may send and receive both commercial and non-commercial traffic over the Services. CLIENT agrees to abide by all terms of the DATAYARD privacy and usage policies as amended from time to time, as posted to the DATAYARD website (<http://www.datayardworks.com>).

13. Exclusion Of Warranties. CLIENT uses the Services and any information obtained by using the Services at CLIENT's risk. There are no warranties, express or implied, by operation of law or otherwise, relating to products or services furnished to client under this Agreement. DATAYARD specifically disclaims and excludes all express and implied warranties, including without limitation those of fitness for a particular purpose, merchantability and non-infringement. No representation or other affirmation of fact, whether made by DATAYARD employees or otherwise, which is not contained in this agreement will be deemed to be a warranty by DATAYARD for any purpose or give rise to any liability of DATAYARD whatsoever. DATAYARD will not be responsible for the accuracy or quality of information obtained or data transmitted through use of the Services.

14. Limitation Of Liability. The remedies set forth in this Agreement are Client's sole and exclusive remedies for any failure of the Service, including without limitation for any breach of warranty.

In no event (i) will DATAYARD be liable to CLIENT for any loss unless the loss is due to DATAYARD's negligence, (ii) will DATAYARD's maximum liability for all damages exceed actual direct damages caused by the

specific product or service complained of, (iii) will DATAYARD's maximum liability for all damages exceed the total amount of fees paid under this Agreement, or (iv) will DATAYARD be liable for incidental, consequential, exemplary, special or indirect damages (including but not limited to lost business profits and the loss, damage or destruction of data) even if DATAYARD has been advised of the possibility of the same.

15. Indemnification. Both parties will indemnify and save harmless the other party, its trustees, officers and employees from and against all loss, costs, liability, damage and expense (including all legal fees) whether direct, consequential or incidental, for personal injury and for property damage; and for such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or use under this Agreement but not limited to the acts, errors, omissions and negligence of either party's employees and agents, except to the extent of liability imposed due to either party's negligence.

16. Successors and Assigns. This Agreement will inure to the benefit of and be binding on the parties and their respective successors and assigns. Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which will not be unreasonably withheld.

17. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement will not be affected and will remain in effect.

18. Waiver. A waiver by either party of a breach of any provision of this Agreement will not constitute a waiver of that party's rights to otherwise demand strict compliance with this Agreement and any and all provisions hereof.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereof. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This Agreement supersedes all prior communications, representations or agreements, oral or written, between the parties and will not be modified except in a writing signed by both parties.

20. Notice. Any notice required or permitted to be given hereunder will be deemed to have been served properly, if sent by: (i) email; (ii) recognized overnight courier (e.g., Federal Express) or (iii) certified or registered mail, postage prepaid, properly addressed and posted in a United States depository to the respective Parties hereto at the addresses stated above.

21. Governing Law and Arbitration. This Agreement will be governed, construed and interpreted by, through and under the laws of the State of Ohio. Any controversy or claim between or among the parties hereto, including but not limited to those arising out of or related to this Agreement or any agreements or instruments related hereto or

delivered in connection herewith and any claim, will at the request of any party hereto be first determined by mediation, and if unsuccessful, subsequently, by binding arbitration conducted in Montgomery County, Ohio. The mediation, and if necessary, arbitration will be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), and pursuant to the Commercial Rules of the American Arbitration Association.

The arbitrator shall give effect to the statute of limitation in determining any claim. Any and all disputes concerning the arbitrability of particular disputes under this Agreement are hereby expressly committed to arbitration. Judgement upon the arbitration award may be entered in any court having jurisdiction.

In the event an arbitration proceeding is commenced in connection with the enforcement of this Agreement or any instrument or agreement required under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the arbitrator(s).

In Process

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this AGREEMENT listed below.

CLIENT REPRESENTATIVE

DATAYARD REPRESENTATIVE

Signature

Signature



Name

Name

David Mezera

Title

Title

President

Date

Date

9/7/2016



WHERE DATA WORKS HARD

Alek Mezera
130 West Second St., Suite 250
Dayton, OH 45402
Voice: (937) 610-3525
Toll-Free: (800) 982-4539 ext. 3525
alek.mezera@datayardworks.com

CLIENT INFORMATION

Jeff Terry
Beavercreek Township
851 Orchard Lane, Suite C
Beavercreek OH, 45434
Voice: (937)426-1213
Email: Terry@beavercreektownship.org

Quote ID: 09072016-6180
Quote Date: 9/7/2016
Expiration: 10/7/2016
Quote Terms: 36 Months

130 WEST SECOND ST.
SUITE 250
DAYTON, OH 45402

DATAYARD SERVICE QUOTE

Quote represents services needed for a 20M x 20M fiber upgrade to the township.

SERVICE	QTY	INSTALL	MONTHLY
SVC #449, Ethernet Express Fiber, 20M x 20M	1	\$ 900.00	\$ 800.00
		\$ 900.00	\$ 800.00

- Installation costs cover:
- DataYard coordination of equipment purchase and installation
 - DataYard coordination with TELCO for upgrade
 - DataYard on-site for equipment installation and testing
 - Coordination with customer for cut-over

1.800.982.4539
WWW.DATAYARDWORKS.COM



**BEAVERCREEK TOWNSHIP
PURCHASE REQUEST**

75 of 106
N^o 07779
Budget Line Item

1 0 0 0 - 7 1 0 - 7 4 0 - 3 0 0 0

Purchase Order/Blanket Certificate

Transfer Funds New PO

7 7 - 2 0 1 6

PURCHASE DETAILS

Purchaser: JEFF TERRY

Date: 22 SEP 16

Item(s) Requested: HARDWARE UPGRADE FOR INCREASED BANDWIDTH

Item(s) Cost: \$900.00

New Vendor Vendor: DATA YARD

Vendor Address: - ON FILE -

APPROPRIATION INFORMATION

Split Approp

Starting Balance: \$5,000.00

Current Balance: 2234.02

Requested Amount: 900.00

New Balance: \$1,334.02

PURCHASE APPROVALS

Department Approval: J. L.

Trustee Required Trustee: _____

Trustee: _____

Fiscal Officer: _____

PAYMENT INFORMATION

Adjustments: _____

Check Date: _____

Check Number: _____

Check Amount: _____

Goldenrod: Originator Pink: Department Head Yellow: Township A/P White: Township File

4. Biweekly_Report

4.1 IT Projects/Management:

- 4.1.1 Upgrade Citrix environment (in-work)
 - 4.1.1.1 Trying to get a three-way meeting setup with Citrix and EMC and hammer out the bottlenecks between the two systems. Still having serious performance issues on the new farm with any type of load on the system.
 - 4.1.1.2 If we cannot isolate problem with the assistance of their engineers, I would strongly suggest we contract with MTM for a deep health check of our environment
- 4.1.2 Voicemail Upgrade--Complete
 - 4.1.2.1 TCG completed upgrade. Will monitor closely for anything that may have been missed or overlooked.
- 4.1.3 Research and deploy video conferencing between all Fire Stations (on hold for Citrix Migration)
 - 4.1.3.1 Video still very choppy and buffers frequently. Researching options to increase bandwidth, see meetings 1.3.1
- 4.1.4 Equipment Inventory, Surplus (Gov Deals) and Repurpose IT equipment (hold)
- 4.1.5 Hot/Warm site planning, station 64(hold)

4.2 Network Administration:

- 4.2.1 Server Updates, Changes, Creations and/or Deletions
 - 4.2.1.1 Patched /Rebooted all servers physical/virtual (in-progress)
 - 4.2.1.2 Verified Backups are current and running
- 4.2.2
- 4.2.3 Social Media—Township/Fire Website, Facebook, Twitter, YouTube
 - 4.2.3.1 Postings:
 - 4.2.3.1.1 Regular Beavercreek Board of Trustees meeting for 12 Sep 16 (packet and video)
 - 4.2.3.1.2 District Office Hours
 - 4.2.3.1.3 Firefighter Hiring
 - 4.2.3.1.4 Voice Mail issues
 - 4.2.3.1.5 BZA Meeting Cancellation
 - 4.2.3.1.6 Special Meeting Notices (two)
 - 4.2.3.1.7 Pictures from Popcorn Festival
 - 4.2.3.1.8 Temp upload of Fire at Stratford Lane for Insurance Company
 - 4.2.3.1.8.1 Approx 500Mb of picture uploaded to unpublished area of Fire Departments Website. Location provided to Insurance

Company. Pictures remove the following day.

4.2.3.2 Web Site Updates: (Drupal)

4.2.3.2.1 None this period

4.2.4 Active Directory (User/Group account management)

4.2.4.1 Unlocked/Reset accounts / passwords

4.2.4.2 Created new user account for Chief

4.2.4.2.1 Account continues to get locked out due to someone trying to log in with his credentials (monitoring very closely)

4.2.4.3 Added/Deleted users To/From Security Groups

4.2.4.4 Reviewed Spam/Web filters

4.2.4.4.1 Forwarded legitimate emails caught in filters

4.2.4.4.2 Deleted/Whitelisted domains as appropriate

4.2.4.4.3 Purged junk mail from DataYard filter

4.2.4.4.4 Removing approximately 800-900 daily and over 2K on Mondays

4.3 Meetings:

4.3.1 Department Heads Meeting

4.4 Training:

4.4.1 Citrix Mater Class Webinars

4.5 Miscellaneous / Outages:

4.5.1 Voicemail Outage

4.5.1.1 Voicemail went out completely on 16 Sep, not restored until 21 Sep.

4.5.1.1.1 Notification posted on Social Media Sites and SharePoint

4.5.1.1.2 New system up and running

4.6 Awareness Items:

4.6.1 None this period

4.7 Purchases:

4.7.1 None this period

I look forward to meeting with you at the 12 September meeting and answering any questions/concerns you may have on the preceding information. In the meantime, if you have any questions you can contact me via email or cell @ 937.212.1379

Jeff Terry | Information Technology
Beavercreek Township

jerry@beavercreektownship.org
937.306.5049

To: Alex Zaharieff, Township Administrator
From: Tim Parks, Road Superintendent
Date: September 19, 2016
Reference: September 26 , Trustees Meeting

Please find documentation for the following Road Department agenda items for Monday's meeting:

- 1) HVAC Preventive Maintenance Proposals
 - 2) Bi- weekly report
-

1. HVAC Proposals

1.1. The current HVAC Preventive Maintenance for all facilities owned and operated by Beavercreek Township expired in April 2016; we are currently on a contract extension that will expire at the end of September. The Maintenance Department subsequently sent out seven (7) request for proposals, of which , we included our current vendor (Air Force One), as well as six additional ones.

In the packet provided to each of you, you will find the request for proposals, a quote summary sheet, and the contract we are recommending complete with references. The contract has been forwarded to legal for review.

It is our recommendation that you accept the proposal from Air Force One for the three years. Even though this recommendation is not the lowest proposal based on the preventive maintenance contract, it is our belief that when you take into consideration the four (4) pm visits a year and the repair cost outside of the contract the Air Force One is the lowest and best proposal provided.

1.2. I make a motion to accept the HVAC preventive maintenance contract from Air Force One, in the amount of \$7,400 for year one with an annual adjustment not to excel 5% for years two (2) and three (3); and authorize the Township Administrator to sign for the Board.

2. Bi-weekly

Company Name	PM contract price per Location	Total Contract	Labor Rate	OT rate	DT Rate	Truck Charge	Response time	References
Stevenson								
Fire Adm.& Stations	\$ 17,163.50							
Police station	\$ 1,602.00							
Maintenance	\$ 4,022.00							
Library	\$ 3,432.00							
Auxiliary Building	\$ 225.00							
Township Adm.	\$ 781.00							
Coy House	\$ 225.00							
	<i>per year 9,150</i>	\$ 27,450.50	\$ 80.00	\$ 80.00	\$ 80.00	\$ -	1-6 hours	none listed
		<i>for All Three years</i> Reduce rate on emergency service. Contract price honored for three years. Two services per year						
Trame Mechanical								
Fire Adm.& Stations	\$ 4,716.00							
Police Station	\$ 378.00							
Maintenance	\$ 924.00							
Library	\$ 1,392.00							
Auxiliary Building	\$ 144.00							
Township Adm.	\$ 174.00							
Coy House	\$ 144.00							
		\$ 7,872.00	\$ 75.00	\$ 108.00	\$ 144.00	\$ 85.00	not included	none listed
		Contract is for a three year term. Two services per year						
Comfort Solutions								
Fire Adm.& Stations	\$ 5,088.00							
Police station	\$ 334.00							
Maintenance	\$ 1,239.00							
Library	\$ 678.00							
Auxiliary Building	\$ 208.00							
Township Adm.	\$ 328.00							
Coy House	\$ 84.00							
		\$ 7,959.00	\$ 92.00	\$ 138.00	\$ 184.00	\$ 25.00	1-2 hours	none listed
		Contract price honored for three years. Spring and Fall PM maintenance , Summer and winter operational service. 4 times a year.						

Company Name	PM contract price per Location	Total Contract	Labor Rate	OT rate	DT Rate	Truck Charge	Response time	References
MSD								
Fire Adm& Stations	\$ 5,987.00							
Police Sation	\$ 644.00							
Maintenacne	\$ 1,268.00							
Library	\$ 918.00							
Auxiliary Building	\$ 303.00							
Township Adm.	\$ 567.00							
Coy House	\$ 333.00							
		\$ 10,020.00	\$ 78.00	\$ 117.00	\$ -	\$ 45.00	not included	Included
Contract price may be adjusted annually for a maxium of 3% a year/ 2 inspection a year								
Southtown								
Fire Adm.& Stations	\$ 4,024.00							
Police Station	\$ 416.00							
Maintenance	\$ 740.00							
Library	\$ 1,280.00							
Auxiliary Building	\$ 72.00							
Township Adm.	\$ 285.00							
Coy House	\$ 72.00							
		\$ 6,889.00	\$ 72.00	\$ 108.00	\$ 144.00	\$ 40.00	not included	Included
If three year option is accepted the contract price and hourly rates are honored for 3 Years . 2 inspections per year								
Air Force One								
Fire Adm & Stations	\$ 4,450.00							
Police Station	\$ 500.00							
Maintenance	\$ 1,250.00							
Library	\$ 600.00							
Auxiliary Building	\$ 150.00							
Township Adm.	\$ 300.00							
Coy House	\$ 150.00							
		\$ 7,400.00	\$ 89.50	\$ 134.25	\$ 179.00	\$ -	2-4 hours	Included
Dt rate is for holidays only. Annual price adjustment in year 2-3 will not to exceed 5% per year.								
Spring and Fall comprehensive PM maintenance, Winter and Summer Test and Inspection. Total 4 times a year								
DeBra Kuempel								
Company Name	PM contract price per Location	Total Contract	Labor Rate	OT rate	DT Rate	Truck Charge	Response time	References
DeBra Kuempel								
Fire Station	\$ 7,306.00							
Police Station	\$ 636.00							
Maintenance	\$ 1,288.00							
Library	\$ 1,528.00							
Auxiliary Building	\$ 68.00							
Township adm.	\$ 518.00							
Coy House	\$ 132.00							
		\$ 11,476.00	\$ 80.00	\$ 120.00	\$ 160.00	\$ 56.00	2 hours	Included
The first two years of contract are lock in the third year would have a 5% increase. Two services per year								

REQUEST FOR PROPOSALS TO PROVIDE PREVENTIVE MAINTENANCE AND INSPECTION SERVICES OF HEATING AND AIR CONDITIONING EQUIPMENT FOR BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO FOR A PERIOD OF THREE YEARS

Beavercreek Township is soliciting proposals to provide preventive maintenance and inspection services of various heating and air conditioning equipment for a period of three (3) years at facilities owned or operated by Beavercreek Township, Greene County, Ohio.

SCOPE OF SERVICE

The contractor is to provide a complete program of preventive and predictive maintenance service to maintain the equipment in good working order and perform the service tasks, at the minimum, in accordance with the guidelines specified herein.

The planned service program shall be designed to meet or exceed all manufacturers' requirements to properly maintain and service said equipment. All work is to be performed during regular business hours unless otherwise specified in the supplemental service section. Normal business hours are defined as Monday through Friday 7:30 am through 4:30 pm excluding state and national holidays.

The planned service maintenance program shall consist of a specified number of operating inspections, plus annual off-line preventive maintenance tasking designed to prepare the equipment for the next operating season.

The contractor will provide a written report of all findings, log data, an annual summary of equipment condition including lifecycle expectations, corrective actions, and recommendations following each visit.

Planned Maintenance Work and Service to be performed:

- Inspect and/or replace filters to be supplied by the township
- Measure and verify refrigerant charge.
- Perform visual inspection for refrigerant leaks.
- Measure and verify volts/amps of motor(s) and compressor(s).
- Oil and grease motor(s) and fan bearing(s), where applicable.
- Check belts for proper condition, tension and alignment, where applicable.
- Check and adjust motor/fan sheave and fan bearing alignment, as required.
- Check motor/fan bearing supports and hold-downs bolts, where applicable.
- Inspect starter and contact surfaces.
- Check and tighten all electrical connections.
- Check all electrical and safety controls for proper operation.
- Inspect and clean condensate drain(s)-pan(s) and pumps(s), where applicable.
- Check Fan(s)-blower(s) for dirt accumulation /damage. Clean as needed.
- Check Fan(s)-blower(s) alignment, balance and security to shaft.
- Inspect outdoor/indoor coils for damage and dirt build up. Clean as needed.

- Inspect manual outside damper and/or economizer for proper operation and for dirt accumulation, where applicable. Clean and adjust as needed.
- Perform inspection of heat exchanger and flue.
- Check pilot assembly and clean, where applicable.
- Perform inspection of burner assembly and clean, where applicable.
- Check ignition system and safety controls for proper operation.
- Check combustion fan, where applicable.
- Perform inspection of humidifier, where applicable.
- Check and verify correct operation of all temperature controls/thermostats.
- Check cabinetry/hardware and structural integrity of unit.
- Complete all required paper documentation and report findings to customer contact.

SUPPLEMENTAL SERVICE

Along with the planned maintenance work and service, the contractor will provide supplemental coverage as described below on all equipment.

The proposal is to set forth following hourly rates, including truck charges and any fuel surcharges, for any work outside the planned service program:

- Hourly rate during normal business hours
- Hourly rate after normal business hours to include weekends
- Hourly rates for all holiday services

If additional services are required which are not specified as part of the contract to be awarded by the township, the contractor must agree to make recommendations, detailing the task required, pricing, and turn-around time. Upon Beaver Creek Township approval, this work is to be performed in a timely manner during normal business hours unless specified.

EMERGENCY SERVICE

The contractor will provide Beaver Creek Township with 24-hour emergency service and response. In its proposal, the contractor is to include the maximum response time for all emergency service calls and an average response time. The contractor is to also provide a list of after-hours contacts.

MATERIALS INCLUDED IN PROPOSAL

As part of the Planned Maintenance Work and Service proposal, all basic maintenance materials, including refrigeration oil, degreasers, lubricants, coiling cleaning solvents, and basic maintenance materials shall be included in the total of the proposed bid and not listed as an additional or "add-on" expense.

Beaver Creek Township will provide filters as needed.

REQUEST BREAKOUT PRICING

All of the equipment at the following locations is to be included in the proposal, with each facility being quoted separately for Beavercreek Township internal billing purposes. (The township will be awarding a single contract for all facilities.)

Sheriff Substation 2195 Dayton-Xenia	Township Administration 1981 Dayton-Xenia
Fire Station 61 2195 Dayton-Xenia	Auxiliary Building 1981 Dayton-Xenia
Fire Station 62 3777 Dayton-Xenia	Township Maintenance 1981 Dayton-Xenia
Fire Station 63 3100 Kemp	Beavercreek Library 3618 Dayton-Xenia
Fire Station 64 3633 Indian Ripple	Coy House 1980 Dayton-Xenia
Fire Administration 851 Orchard Lane	

TERM OF PROPOSED AGREEMENT

The agreement for services shall be for a period of three (3) years commencing September 1, 2016 and ending August 31, 2019. It shall contain a provision permitting the township to terminate the agreement upon 90 days notice. All proposals shall be priced on an annual basis for each year of the proposed agreement. Payment will be made by the Township every three months.

EQUIPMENT INVENTORY BY LOCATION

Beavercreek Township makes no representations regarding the condition, make or model of any of the equipment at any location. The contractor is responsible for verifying the condition, make and model of each piece of equipment by visiting each location. Arrangements to conduct such an inspection can be made by contacting:

Ben Northup
Shop Foreman
Beavercreek Township
(937) 429-3672

Sheriff Substation
3 Furnaces
3 Condensing units
Thermostat controls

Township Administration
1 Furnace
1 Condensing unit
2 Wall units

Fire Station 61

- 10 Furnaces
- 7 Condensing units
- 1 Liebert air handler unit
- 6 Radiant Heaters
- 6 Exhaust Fans
- Thermostat controls

Fire Station 62

- 2 Furnaces
- 2 Condensers
- 3 Unit Heaters
- 1 Sanyo Unit

Station 63

- 4 Furnaces
- 4 Condensing units
- 5 Radiant heaters
- 3 Return air fans
- 4 Exhaust fans

Fire Station 64

- 4 Packaged Split Units
- 8 Radiant heaters
- 1 Liebert Unit
- 1 Wall Unit

Fire Administration Building

- 3 Ceiling Furnaces
- 3 Condensing units
- 1 Wall unit

REQUEST FOR REFERENCES

The contractor is to include at least 5 commercial customers as references as part of its proposals.

ADDITIONAL INFORMATION

Any questions regarding this request for proposal should be submitted, in writing, to:

Ben Northup
 Shop Foreman
 Beavercreek Township
 1981 Dayton-Xenia Road
 Beavercreek, Ohio 45434.
 (937) 429-3672

Auxiliary Building

- 1 Unit heater

Township Maintenance

- 2 Furnaces
- 2 Condensing units
- 1 Makeup air unit
- 4 Exhaust Fans
- 10 Unit heaters

Beavercreek Library

- 3 Packaged units
- 3 Air handler units
- 3 Condensing units
- 2 Duct heaters

Coy House

- 1 Furnace



Primary Maintenance Program

Proposal and Agreement

Prepared for:

Beavercreek Township

Maintenance Locations

**1981 Dayton-Xenia Road
Beavercreek Ohio 45434**

May 9, 2016



Primary Maintenance Program Agreement

Proposal Date: May 9, 2016

Beavercreek Township

Main Location(s): 1981 Dayton Xenia Road, Beavercreek Ohio

Air Force One proposes a **Primary Maintenance** Program for Beavercreek Township, hereinafter BEAVERCREEK TOWNSHIP. The **Primary Maintenance** Program provides BEAVERCREEK TOWNSHIP with comprehensive and ongoing maintenance to the equipment identified in Schedule 1 of this Agreement. The **Primary Maintenance** Program will be managed and updated by **Air Force One**. The maintenance and service activities will be scheduled by **Air Force One's** asset management scheduling system based on manufacturer's recommendations and **Air Force One's** own industry experience. **Air Force One** will keep BEAVERCREEK TOWNSHIP informed of the program schedule on an ongoing basis through **Air Force One's** exclusive Web Portal and/or detailed work orders, presented after each service call for BEAVERCREEK TOWNSHIP'S review, approval, and records.

This Proposal (hereinafter "Proposal" or "Agreement") is the property of **Air Force One** and is provided to BEAVERCREEK TOWNSHIP for BEAVERCREEK TOWNSHIP'S use only. The prices set forth in **Air Force One's** Proposal are guaranteed for thirty (30) days from the proposal date indicated above. This Proposal is subject to the Terms and Conditions as set forth herein and will become a binding Agreement only upon the acceptance of the Proposal by BEAVERCREEK TOWNSHIP and the approval of an appropriate officer of **Air Force One** as indicated by their respective signatures hereunder. No waiver, change or modification of any terms or conditions shall be binding on **Air Force One** unless made in writing and signed by an officer of **Air Force One**.



Primary Maintenance Program: Service Levels

Subject to the Terms and Conditions set forth in this Agreement, **Air Force One**, will provide the following Services to the Equipment identified in Schedule 1 of this Agreement at the Beaver Creek Township location(s) set forth in this Agreement:

Primary Preventive Maintenance program (PPM) **Air Force One** will perform **Spring and Fall** comprehensive **Preventive Maintenance** tasks in order to clean, align, calibrate, tighten, adjust, lubricate, and paint equipment.

Typical activities include:

- Changing the air filters, owner provided.
- Washing the condenser coils in the spring using an environmentally friendly cleansing agent.
- Checking the belts as necessary and adjusting each visit.
- Testing the safety controls, temperature and pressure controls for proper operation. Running controls through the sequence of operation.
- Tensioning electrical connections, panels and mounting brackets
- Testing for proper refrigerant charge, superheat, burner fuel / air ratios, gas pressure, and overall proper operation.
- Greasing motors, bearings, and damper linkages as needed.

Air Force One will perform **Winter and Summer Tests and Inspections** of equipment to determine its operating condition. Typical activities include:

- Visually testing for excessive vibration, motor malfunction, loss in refrigerant charge, proper fan speed, proper refrigerant levels, condensate pan and drainage condition, the presence of gas odors, proper safety controls in place, proper combustion and draft levels, crankcase heater operation, and control system operation.
- Visually inspecting for dilapidated or failed parts, structural mounts, improper oil level, reverse rotations, soot build up, improper flame levels, pilot or igniter operation, steam, water, oil and/or refrigerant leaks.
- Changing the air filters as needed, owner provided.



Primary Maintenance Program: Terms and Conditions

1. Air Force One agrees to perform all services under this Agreement in a workmanlike manner and to furnish materials pursuant to this Agreement of commercially reasonable quality
2. BEAVERCREEK TOWNSHIP agrees to provide reasonable access to all areas and equipment, and allows Air Force One to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. Air Force One shall not be required to move, replace or alter any part of the building structure in its performance under this Agreement.
4. All maintenance tasks and non-emergency repair or replacement will be performed during Air Force One's normal working hours.
5. BEAVERCREEK TOWNSHIP agrees to inform Air Force One immediately of problems found in the operation of the equipment.
6. BEAVERCREEK TOWNSHIP agrees to be responsible for all taxes applicable to the services and/or materials hereunder.
7. Air Force One may charge BEAVERCREEK TOWNSHIP for emergency calls made at BEAVERCREEK TOWNSHIP's request where no defect or abnormal condition is found.
8. Air Force One may charge for materials and labor, on a negotiated basis or on current times-and-materials rates then in place, for any alteration to or deviation from this Agreement that results in extra work.
9. BEAVERCREEK TOWNSHIP shall allow only Air Force One's personnel or agents to perform the work within the scope of this Agreement. Where BEAVERCREEK TOWNSHIP authorizes or permits any other individual or party other than Air Force One's personnel to perform such work, Air Force One may, at its option elect to cancel this Agreement or remove the subject equipment from the scope of this Agreement.
10. With respect to Full Service Maintenance programs, this Agreement applies only to the maintainable parts of the system(s) set forth in the attached Schedules. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included in this Agreement.
11. This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including BEAVERCREEK TOWNSHIP), failure of BEAVERCREEK TOWNSHIP to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Air Force One.
12. With respect to Full Service Maintenance programs, the annual agreement price is conditioned upon the system(s) covered being in maintainable condition and within ASHREA's published estimated useful life plus 5 years. If the initial inspection or the initial seasonal start-up indicates repairs are required, a repair proposal will be submitted for BEAVERCREEK TOWNSHIP's approval. If the repair proposal is declined, the system(s), component(s) or part(s) will be eliminated from the maintenance Agreement and the Agreement price adjusted accordingly or the Agreement may be canceled or otherwise revised by Air Force One.
13. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
14. BEAVERCREEK TOWNSHIP will pay invoices within 30 days of receipt. Should an invoice become delinquent, Air Force One may stop all work under this Agreement without notice or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon



demand.

15. Air Force One is not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any other cause beyond Air Force One's reasonable control.
16. Air Force One is not liable or responsible for the indoor air quality of BEAVERCREEK TOWNSHIP'S, including without limitation, any injury or illness to occupants or third parties with such facility, arising out of or in connection with Air Force One's performance under this Agreement.
17. Air Force One's performance under this Agreement shall not include the identification, abatement, removal or remediation of asbestos or any other toxic or hazardous substances, wastes or materials. In the event of encountering such substances, wastes or materials, Air Force One shall notify BEAVERCREEK TOWNSHIP and shall have the right thereafter to cease or suspend Air Force One's performance under this Agreement until such substances, wastes or materials are reasonably addressed.
18. If any part or component installed by Air Force One proves defective, Air Force One will extend to BEAVERCREEK TOWNSHIP the benefits of any warrant that Air Force One has received from the manufacturer of the part or component. **DISCLAIMER OF WARRANTY: NO OTHER WARRANTY EXPRESS OR IMPLIED IS GIVEN AND AIR FORCE ONE DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.** No other affirmation of Air Force One, by word or action, shall constitute a warranty.
19. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise, in any action or proceeding, or on any claim, is Air Force One or its suppliers, employees or agents liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's Beaver Creek Townships for such damages.
20. **LIMITATION OF LIABILITY.** Air Force One's liability, if any, for breach of or failure to perform under this Agreement, is limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Air Force One. Such remedy is conditioned upon BEAVERCREEK TOWNSHIP'S proper operation and maintenance of the equipment and systems within the scope of this Agreement. Such remedy shall not apply where the breach or failure is caused or contributed to by an accident, alteration, or misuse outside of Air Force One's performance or control.
21. In the event that Air Force One must institute any legal action or proceeding to recover any amount due and owing under this Agreement, BEAVERCREEK TOWNSHIP shall pay Air Force One all costs incurred in pursuing such an action, including reasonable attorney's fees.
22. **Entire Agreement.** This Agreement and the Schedules thereto constitute the entire agreement between the parties hereto and supersedes all prior agreements and understandings of the parties. No warranties, representations, or other agreements exist as between the parties in connection with the subject matter hereof except as specifically set forth herein. **Renewal.** This Agreement shall renew and continue in effect from year to year unless either party provides written notice to the other of the intent not to renew thirty (30) days prior to any anniversary date of this Agreement.



Primary Maintenance Program: Acknowledgement and Acceptance

The Agreement is made by and between:

Air Force One of Southwest Division in Middletown, Ohio

and

Beavercreek Township
1981 Dayton Xenia Road
Beavercreek Ohio 45434

Air Force One is providing BEAVERCREEK TOWNSHIP a Primary Maintenance Program as described in this Agreement.

The service Agreement is \$ 7,400.00 per year, payable in equal quarterly payments of \$1,850.00. Annual price adjustments for years 2 and 3 are not exceeding 5% per year. The first payment is due on the day coverage begins, 2016-09-01. Coverage shall continue for 3 years.

- Sheriff Substation: \$500.00 ↗
- Fire Station 61: \$1450.00 ↗
- Fire Station 62: \$650.00 ↓
- Fire Station 63: \$850.00 ↗
- Fire Station 64: \$950.00 ↓
- Fire Administration: \$550.00 ↓
- Township Administration: \$300.00 ↗
- Auxiliary Building: \$150.00
- Township Maintenance: \$1250.00
- Beavercreek Library: \$600.00
- Coy House: \$150.00

Air Force One

By:

BEAVERCREEK TOWNSHIP

By:

Signature (Sales Representative)

Signature (Authorized Representative)

Approved Officer for Contractor:
Brett Horvath

Approved Officer for Client:

Vice President, General Manager
Title

Title

May 9, 2016
Date

Date



Schedule 1: Equipment Included

Air Force One proposes to perform professional maintenance at **the listed locations** on the **equipment listed** within the proposal.

Sheriff Substation

2195 Dayton-Xenia

- 3 Furnaces
- 3 Condensers
- Thermostats

Township Administration

1981 Dayton-Xenia

- 1 Furnace
- 1 Condenser
- 2 Wall Units

Fire Station 61

2195 Dayton-Xenia

- 10 Furnaces
- 7 Condensers
- 1 Liebert Unit
- 6 Radiant Heaters
- 6 Exhaust Fans
- Thermostats

Auxiliary Building

1981 Dayton-Xenia

- 1 Furnace
- 3 Unit heaters

Fire Station 62

3777 Dayton-Xenia

- 2 Furnaces
- 2 Condensers
- 3 Unit Heaters
- 1 Sanyo Unit

Township Maintenance

1981 Dayton-Xenia

- 2 Furnaces



- 2 Condensers
- 1 Makeup Air Unit
- 4 Exhaust Fans
- 14 Unit Heaters

Fire Station 63

3100 Kemp

- 4 Furnaces
- 4 Condensers
- 5 Radiant heaters
- 3 return Air Fans
- 4 Exhaust Fans

Beavercreek Library

3618 Dayton-Xenia

- 3 Packaged Units
- 3 Air Handlers
- 3 Condensers
- 2 Duct heaters

Fire Station 64

3633 Indian Ripple

- 4 Packaged Split Units
- 8 Radiant Heaters
- 1 Liebert Unit
- 1 Electric Heater

Coy House

1980 Dayton-Xenia

- 1 Furnace

Fire Administration

851 Orchard Lane

- 3 Ceiling Furnaces
- 3 Condensing Units
- 1 Wall Unit



Schedule 2: Filter List

All filters will be supplied by Beaver Creek Township



Schedule 3: Special Provisions

Written documentation of work performed

Providing recommendations for improvements

Additional work performed at Owner's request which is not included in this agreement, Air Force One, Inc. will discount the labor rate in effect.

Discounted service hourly rate will be \$89.50 for equipment included in this agreement.

Overtime rate \$134.25

Holiday rate \$179.00

All Truck Charges and/ or Fuel Surcharges **are included** in our hourly rate.

Emergency service will be provided 24/7 365 days a year.

Four Hour Guaranteed Response Time - If we fail to respond within 4 hours, there will be no charge for the first two hours of that service call. Our average response is approximately 2 hours.

Unconditional Guarantee - If you are not satisfied for any reason with the service we perform, we will gladly return to perform the service. If our service proves to be unsatisfactory we will at your request refund any fee associated with that service.

After Hours Contacts:

24-Hours Service:	513-423-2391
Jay Slusher – Service Manager:	513-478-4419
Brett Horvath – General Manager:	513-526-5685
Mark Ball – Construction Supervisor:	513-508-1172

BI-WEEKLY ACTIVITY REPORT FOR ROAD/MAINTENANCE DEPARTMENT

September 22, 2016

Calls for Service:

- Burial- 1 hours Cemetery
- High Water- 7 hours Road
- Tree Down- 6 hours Road

Training:**Accomplishment/Information:**

- Attended meeting with Bexley Hills Residents on concern within the development
- Assisting Finance as needed
- Attended meeting with Administrator on upgrades at Library
- Attended staff meeting
- Checking on Library roofing contractors- upper section completed
- Reviewed job descriptions for department
- Completed review of HVAC proposals.
- Reviewed several driveway permits
- Finished reviewing Clairborne Greens 3 updated plans
- Checking on developments- A great deal of time has been spent in the active sites on inspection
 - Bexley Hills 3A- Walk through for 100% punch list- Paving and curb repair completed, still awaiting other repairs
 - Bexley Hill 3B- awaiting emergency access, pond repair and street signs
 - Spring Ridge 3B-Checking on erosion control
 - Wood Ridge section 1- checking on erosion control
 - Clairborne Greens 1- Working on punch list for 100% bond release, awaiting drainage repairs
 - Clairborne Greens 2B- checking on erosion control
 - Clairborne Green 3- rough grading
 - Spring Meadows section 5- checking on erosion control
 - Nathans Grove – Working on pond
 - River Reserve- “Installing storm sewer
- Completed drainage swale repair on James River
- Finished mowing Hunters Point open space
- Began 4th round of right-of-way mowing
- Serviced Ladder 61 and replaced front tires
- Continued mowing Township Facilities

Awareness Items:

- Library roof all materials have been delivered- Roofing should be completed week of September 26, then metal work
- LED project- Maintenance, tunnel, Administration building, and Station 61 substantially complete
- Beaver trappers working at Koogler- one caught to date

To: **Alex Zaharieff, Township Administrator**
 From: **David VandenBos, Fire Chief**
 Date: **2016-09-22**
 Re: **Fire Department Agenda Items for 2016-09-26 Biweekly Trustees' Meeting**

1) Biweekly Activity Report

1) Biweekly Activity Report

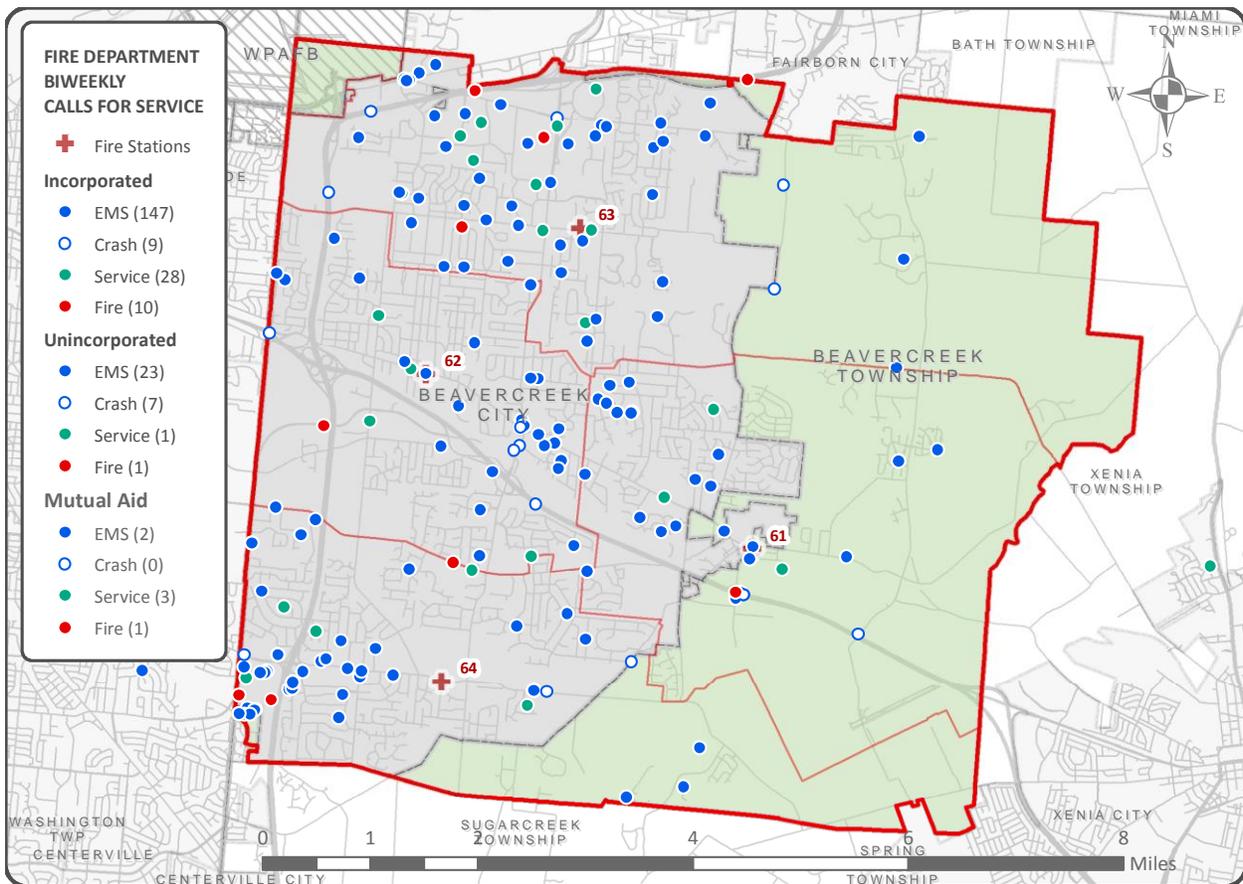
- 1.1) Open Department Meeting:** The fire department held its monthly open staff meeting. Items of shared interest and concern were discussed, including Indian Ripple road closure, radio system help desk contact procedure, fire prevention week open house planning, live burn training, and US35 super street update.
- 1.2) Statistics Training:** The fire department held its monthly continuing education on statistics and data training, with a practical study of making a report to document firefighter physical activity.
- 1.3) Annual Pump Testing:** The fire department is conducting annual pump testing. Most units have passed their capacity tests, but have failed their vacuum tests. Engine 64 failed the capacity test and maintenance is working to diagnose and repair the problem. Two engines (62 and 63) have not yet been tested, because they are OOS for their upgrades and warranty paint work to be completed.
- 1.4) Standards of Cover:** The fire department is completing the standards of cover evaluation. Due to the size and complexity of the report, a special meeting will be requested to review the study and discuss forthcoming recommendations.
- 1.5) Public Outreach:** The fire department had non-incident contact with the community at the following events:
- | | |
|------------|---|
| BTFD | Popcorn Festival, static display |
| BTFD | Beavercreek Schools 9-11 appreciation lunch |
| Station 61 | Primrose Learning Center, first aid |
| Station 61 | Airforce Marathon, EMS support |



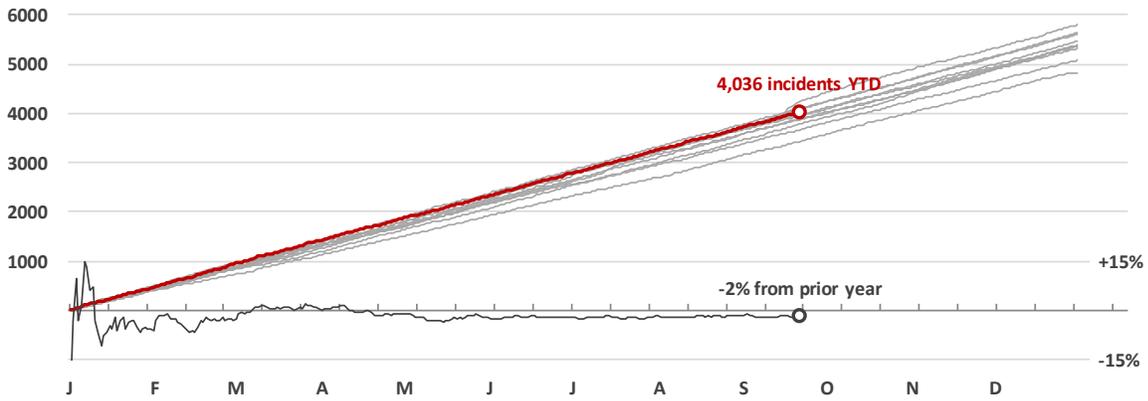
1.6) Biweekly Incident Activity

Biweekly Calls for Service Activity Report: Incorporated and Unincorporated

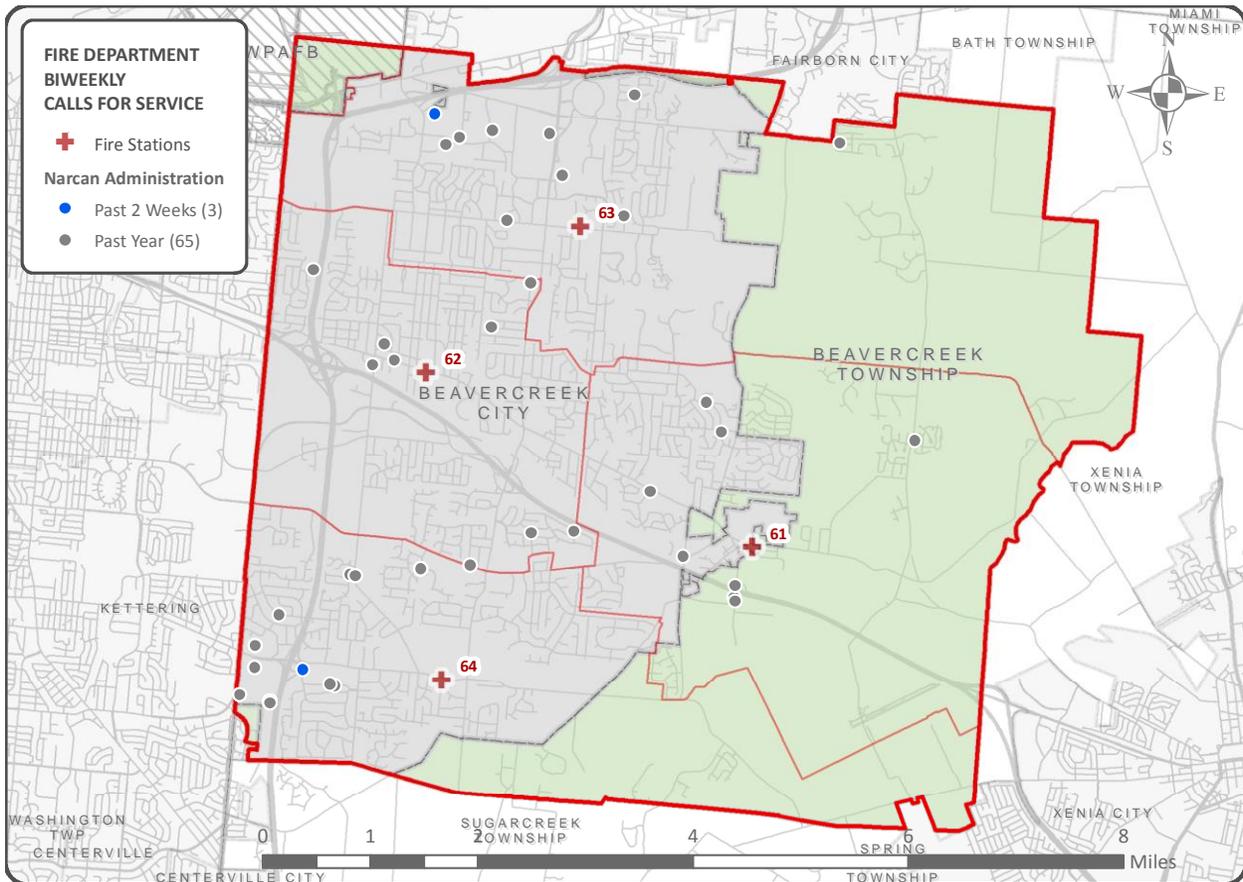
Call for Service Type	History Trend	Inc Uninc		10-Year over Year					YTD Projected		
		0	50	100	150	200	250				
3: Medical		147	25						3,968	3,021	+9%
7: False Alarm		7	1						359	257	-0%
3: Crash		9	7						328	244	+4%
6: Good Intent		6	4						278	219	+13%
5: Service		4	0						128	90	-0%
4: Hazard		5	0						132	98	+1%
1: Fire		10	0						96	74	+0%
2: Explosion		0	2						9	5	-40%
8: Severe Weather		1	0						1	1	-68%
9: Special		5	1						32	27	+4%
Total		194	40						5,331	4,036	+7%



There have been 4,036 incidents this year, which is -2% from this time last year



The past two weeks were 05% slower than average, with 0 hours slower than 99%, and 0 hours busier than 99% of the year.



Biweekly Training Activity Report

Training Type	Weekly History Trend Current	0	250	500	750	1,000	10-Year over Year History	YTD
EMS	 ▲	13	5.4%					2,412 2,100
Firefighting	 ▲	38	16.1%					951 828
Driver/Operator	 ▲	51	21.6%					1,315 1,024
Rescue	 ▲	11	4.4%					1,353 1,064
Officers	 ▲	30	12.7%					1,197 1,036
Daily Drills	 ▲	20	8.5%					590 500
Haz-Mat	 ▼	7	3.0%					417 67
NIMS	 ▲	67	28.3%					2,566 2,158
Fire Prevention	 ▲	0	0.0%					53 38
Instructors	 ▷	0	0.0%					38 38
Dispatch	 ▷	0	0.0%					36 20
Total	 ▲	236	100.0%					10,928 8,875





101 of 106
DAVID A. GRAHAM
Greene County Auditor
69 Greene Street
Xenia, Ohio 45385
(937) 562-5065
(937) 426-1779 ext.5065
Fax (937) 562-5079

Main Office	937-562-5065
Homestead Info	562-5039
Real Estate	562-5072/5073
Accounting/Payroll	562-5076
Manufactured Home	562-5074

September 6, 2016

To: Township, City, Village, Library and Park District Fiscal Officers and Finance Directors

Re: 2017 Tax Budgets

Enclosed you will find two copies of the Resolution Accepting Rates; a copy of your tax budget, if two were submitted; and an Official Certificate of Estimated Resources. Please return one copy of the Resolution Accepting Rates to my office by October 1, 2016. The copy of the tax budget and the Official Certificate of Estimated Resources is for your records.

The tax revenue appearing on your Resolution Accepting Rates and your Official Certificate of Estimated Resources may be adjusted as additional information becomes available. If you have voted bond levies, we will revisit the millage necessary to produce the income to meet the principal and interest requirements. We will also certify any levies on the November 2016 ballot that will be effective for tax year 2016 collect 2017 once the results of the November Election are known.

Please remember your Certificate of Estimated Resources must be amended to reflect your actual unencumbered beginning balances and either temporary or permanent appropriations must be filed with our office on or about the first day of January. If a temporary appropriation measure is filed, a permanent appropriation must be filed by April 1.

Should you have any questions, please call my office.

Sincerely,

David A. Graham
Greene County Auditor

Enclosures

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCE

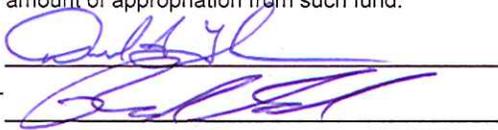
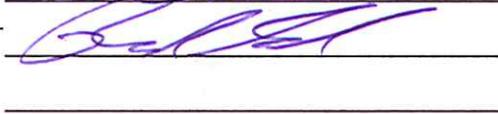
The Budget Commission of Greene County, Ohio, hereby makes the following
 Official Certificate of Estimated Resources for the Beavercreek Township
 for the FISCAL YEAR beginning January 1, 2017

Fund	Estimated Unencumbered Balance January 1, 2017	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead, Personal Property Tax Exemption	Other Sources	Total
Governmental Fund Type							
General Fund	541,128	713,125	0	74,470	101,875	240,652	1,671,250
Special Revenue Funds	915,371	7,653,375	0	0	1,078,625	1,456,137	11,103,508
Debt Service Funds	0	0	0	0	0	0	0
Capital Project Funds	290,513	0	0	0	0	0	290,513
Proprietary Fund Type							
Enterprise Funds	0	0	0	0	0	0	0
Internal Service Funds	0	0	0	0	0	0	0
Fiduciary Fund Type							
Trust and Agency Funds	0	0	0	0	0	0	0
Total All Funds	1,747,012	8,366,500	0	74,470	1,180,500	1,696,789	13,065,271

Beavercreek Township, Greene County, Ohio - Calendar Year 2017

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

DATE 9/1, 2016

Budget
 Commission

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCE - continued

Fund (List all fund individually)	Estimated Unencumbered Balance January 1, 2017	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead, Personal Property Tax Exemption	Other Sources	Total
Proprietary Fund Type							
Enterprise Funds							0
							0
							0
							0
							0
Total	0	0	0	0	0	0	0
Internal Service Funds							0
							0
							0
							0
Total	0	0	0	0	0	0	0
Fiduciary Fund Type							
Expendable Trust Funds							0
							0
							0
							0
Total	0	0	0	0	0	0	0
Non-Expendable Trust Funds							
Private Purpose Trust	0	0	0	0	0	0	0
							0
							0
Total	0	0	0	0	0	0	0
Agency Funds:							
LGIF-Marcs							0
							0
							0
							0
Total	0	0	0	0	0	0	0
Total for Memorandum Only	1,747,012	8,366,500	0	74,470	1,180,500	1,696,789	13,065,271

Motion

"I make a motion to approve the Amounts and Rates, as determined by the Greene County Budget Commission and authorize the necessary tax levies and certify them to the Greene County Auditor."