

First Reading: June 4, 2024
Second Reading: Dispensed

RESOLUTION NO. 2024-058

**A RESOLUTION AUTHORIZING A CONTRACT WITH VELECOR SERVICES FOR
IT SERVICES AND DISPENSING WITH THE SECOND READING**

WHEREAS, the Board of Township Trustees of Sycamore Township wishes to provide for IT services for Sycamore Township including infrastructure support and training, Office 365 software, data backup services, and phone / pbx / fax services;

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1.

The Board hereby authorizes the Administrator to execute a contract with Velecor Services to provide IT and related services for Sycamore Township for an amount not to exceed \$9,187.40 per month.

SECTION 2.

That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3.

The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

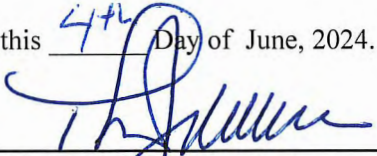
SECTION 4.

This resolution shall take effect on the earliest date allowed by law.

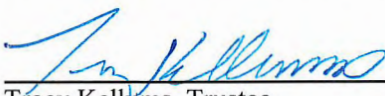
VOTE RECORD:

Mr. Weidman Aye Ms. Schwegmann Aye Mr. Kellums Aye

Passed at the meeting of the Board of Trustees this 4th Day of June, 2024.

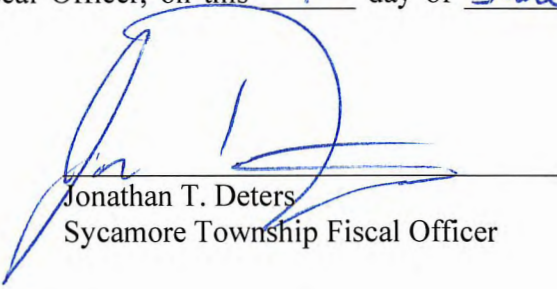

Thomas J. Weidman, Chairman


Tracy Schwegmann, Vice-Chairman


Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed, and filed with the Sycamore Township Fiscal Officer, on this 4th day of June 2024.


Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:


Lawrence E. Barbieri, Law Director



We have prepared a quote for you

Sycamore Township - TotalCare/TotalBackup/VCOR Voice 0365 Renewal

Quote # 001175
Version 1

Prepared for:

Sycamore Township

Greg Bickford
gbickford@sycamoretownship.org

Prepared by:

Velecor Services

Michael Brady
michael.brady@velecor.com

Thursday, May 16, 2024

Sycamore Township
Greg Bickford
8540 Kenwood Road
Cincinnati, OH 45236
gbickford@sycamoretownship.org

Dear Greg,

I want to thank you for the opportunity for Velecor to continue to provide services to Sycamore Township. We are excited that you have chosen us to be your IT partner. Attached is our contract that includes the scope of work and the Terms and Conditions (T&C). Please let me know, if you have any questions.

In Summary, our TotalCare agreement will include the following:

Support for all Office Infrastructure

- Firewalls
- Network Switches
- Fax
- Wireless
- Printers/Scanners
- Workstations/Laptops
- Mobile Devices
- ESET (Virus Protection) for all Workstations/Laptops (Includes Deployment and Upgrades)
- Purchase Office 365 Software on behalf of the township
- VCOR Voice Support for Server and Handsets

Unlimited Support Hours

- Includes building out new PCs
- Includes most project work (Upgrades to Software, Deployment of new OS on Workstations and Servers)
- Includes 24 x 365 x 7 Support

Training and Mentoring

- Includes Annual road-map and environment assessment meetings
- One Lunch-and-Learn or Training Session per quarter to train and educate on tools for help with productivity
- Support for IT questions on demand
- Includes Velecor providing guidance and specification for any new hardware purchases



What is NOT included

- Hardware purchases
- Software other than what is mentioned above
- Natural Disaster acts outside of our control (Fire, Storm, Flood)

Michael E. Brady

Michael Brady
President
Velecor Services

TotalCare-3-Year Commit

Description		Recurring	Qty	Ext. Recurring
TotalCare - Workstations		\$48.60	45	\$2,187.00
Support for all Workstations and Devices				
TotalCare - Server		\$269.00	11	\$2,959.00
Support for all Network Infrastructure Equipment including Servers, Firewall, Switches, etc.				
6 Hours Onsite Dedicated Support		\$125.00	6	\$750.00
AntiVirus - Included (\$2.50)		\$0.00	35	\$0.00
AntiVirus - Increased Cost (\$5.00)		\$5.00	35	\$175.00
SpamFilter - Included (\$2.75)		\$0.00	75	\$0.00
Monthly Subtotal:				\$6,071.00

TotalBackup

Description		Recurring	Qty	Ext. Recurring
TotalBackup		\$0.30	3000	\$900.00
TotalBackup				
TotalBackup Licensing (Servers Backed Up)		\$25.00	8	\$200.00
TotalBackup Licensing				
Monthly Subtotal:				\$1,100.00

Office 365

Description	Recurring	Qty	Ext. Recurring
Microsoft 365 Business Standard [New Commerce Expe Microsoft 365 Business Standard includes fully installed Office applications across multiple devices, hosted email, and online file storage and sharing.	\$15.00	73	\$1,095.00
Microsoft 365 Business Basic [New Commerce Experie Microsoft 365 Business Basic includes Office Online, hosted email, and 1TB of file storage per user.	\$7.20	7	\$50.40
Exchange Online Archiving for Exchange Online [New Microsoft Exchange Online Archiving is a cloud-based, enterprise-class archiving solution that helps you to solve archiving, compliance, regulatory, and eDiscovery challenges.	\$3.60	80	\$288.00
Visio Plan 2 [New Commerce Experience]	\$18.00	7	\$126.00
Monthly Subtotal:			\$1,559.40

3CX Annual Software

Description	Price	Qty	Ext. Price
3CX Enterprise 24 call license. This will be an annual purchase and subject to vendor annual price increases. This is optional and we could start with the free license if it meets the need. Required if recording or reporting needed Software	\$908.99	1	\$908.99
Subtotal:			\$908.99

Vcor Voice

Description	Recurring	Qty	Ext. Recurring
VcorVoiceEndpoint VcorVoice Endpoint - Proactive application of firmware updates and feature enhancements. Loaner handset if handset fails. End user support. Extension Mgmt: Move, Add, Change. BLF, phone firmware, endpoint connectivity mgmt, monitoring	\$6.00	43	\$258.00
VcorVoiceSrv VcorVoice Server - Proactive application of updates which are imperative to continuous operation of PBX. Configuration updates. Server monitoring. Maintenance and support. Server maintenance and monitoring.	\$199.00	1	\$199.00
Monthly Subtotal:			\$457.00



1081 B State Route 28
Suite 222
Milford, OH 45150
www.velecor.com
(513) 984-3900

Sycamore Township - TotalCare/TotalBackup/VCOR Voice/O365 Renewal

Quote Information:

Quote #: 001175

Version: 1

Delivery Date: 05/16/2024

Expiration Date: 06/13/2024

Prepared for:

Sycamore Township

8540 Kenwood Road

Cincinnati, OH 45236

Greg Bickford

(513) 791-8447

gbickford@sycamoretownship.org

Prepared by:

Velecor Services

Michael Brady

(513) 984-3900

michael.brady@velecor.com



Quote Summary

Description	Amount
3CX Annual Software	\$908.99
Total:	\$908.99

Monthly Expenses Summary

Description	Amount
TotalCare-3-Year Commit	\$6,071.00
TotalBackup	\$1,100.00
Office 365	\$1,559.40
Vcor Voice	\$457.00
Monthly Total:	\$9,187.40

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Velecor Services

Signature:

Michael E Brady

Name:

Michael Brady

Title:

President

Date:

05/16/2024

Sycamore Township

Signature:

Greg Bickford

Name:

Greg Bickford

Date:

6-11-24

TotalCare Agreement

Velecor, LLC's TotalCare offers stability and reliability of your organization's technology investment. Allow us the opportunity to continue to provide outstanding service.

Thank you again for your consideration.

TotalCare Agreement ("Agreement") made between Velecor ("VELECOR"), and the Customer stated on the Agreement ("Customer").

Terms and Conditions: All Terms and Conditions listed in Terms and Conditions (T&C) listed below and are herein incorporated into this Agreement.

What this service covers and includes

Site Survey: At the initiation of services, VELECOR will dispatch one or more engineers or technicians to document the current configuration of the network, current support contracts with technology related vendors including contact and support information. This process allows the VELECOR Support Team to understand Customer's environment and to quickly diagnose problems.

Vendor Liaison: VELECOR will act as Customer's duly appointed representative and advocate. VELECOR Support Team will diagnose problems and dispatch or contact third parties such as Internet providers, Hardware manufacturers, etc... when deemed necessary. VELECOR Support Team is not intended to replace third party application support.

Best Interest: In the event of a failure or problem, remedial activities (up to the contracted specified level) may commence prior to notifying Customer of the problem. This will allow the VELECOR Support Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch engineers and technicians with replacement parts when deemed necessary. In doing so, VELECOR is acting in Customer's best interest to resolve the issue as quickly as possible.

Every Effort: Customer's end users will make every effort to resolve problems with the VELECOR Support Team via remote access, telephone, or email, prior to VELECOR dispatching on-site support.

Administrative Access: It is preferable and in the case of TotalCare, mandatory that VELECOR maintain and control administrative access to Customer's network and be responsible for providing all other third parties with needed or requested access. This includes Customer's internal I.T. Designee.

Approval of Hardware and Software: To ensure compatibility, proper budgetary planning, and ease of support, Customer will allow VELECOR, at a minimum, to approve all technology related purchases that can affect performance of Customer's network or availability of support.

Covered Items (<i>service availability</i>)	Real Time Monitoring	Proactive Maintenance	Unlimited Support	Description
Windows Server(s)	Yes	Yes	Yes	
Backup Solution	Yes	Yes	Yes	Backup Exec Software or Device
Firewall	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Router	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Switch	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Wireless Access Point(s)	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Network or Shared Printers	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Website Availability	Yes	-	-	Availability ONLY
Internet Availability	Yes	-	-	Availability ONLY
Exchange Server(s)	Yes	Yes	Yes	Services
SQL Server(s)	Yes	Yes	Yes	Services
Anti-Virus Software	Yes	Yes	Yes	Real Time Monitor If Technically Possible
PCs – Office Use	N/A	N/A	Yes	Includes Spyware/Virus removal
Mobile Devices	-	-	Yes	

Services Definition

TotalCare is Velecor's fixed cost, flat fee service offering our clients an all-inclusive turnkey Managed Service solution. Managed Services has become commonplace and is offered by virtually every IT support provider in the industry. Not so common is Velecor's client-centric, transparent pricing strategy designed to eliminate confusion and management's budgetary concerns.

Velecor's TotalCare allows us to directly align our service offerings with our clients' specific needs and budgetary considerations. Our unique pricing model for TotalCare promotes an equitable value exchange with our client partners. The monthly fee covers ALL associated service costs based on an agreed upon and highly detailed scope of services. This all-inclusive pricing structure gives our clients the confidence of both operational efficiency and predictive budgetary control.

VELECOR is pleased to offer a complete package of services for Customer. While several components are combined with TotalCare, several

services are exclusively offered with the package. In addition to bonus services included with TotalCare, an overall discount is built in to the package.

TotalCare is designed to thoroughly handle all of Customer's technology related needs. VELECOR looks forward to a long-term relationship with these customers.

As a TotalCare client, all Physical and Virtual server(s) and related equipment such as Switch(s), Router(s), Firewall(s), and UPS are considered covered items.

What this service covers (In Scope)

- Real Time Monitoring 24x7 Service of all technologically possible covered items
- Proactive Maintenance of all covered items
- Unlimited Support & Administration of all covered items
- Help Desk for all Customer's staff support issues
- Outsourced I.T. Department (*exclusive to TotalCare clients*)
- All travel to and from Customer primary location (no travel fees)

What this service does not Cover (Out of Scope)

- Major upgrades and network modifications as notified by Velecor
- Issues that arise by negligence on behalf of Customer
- Unlicensed software
- Problems due to act of God, terrorism, sabotage, malicious intent of Customer or any staff members, or items generally out of our control.
- 3rd Party Vendors that interfere with configuration or infrastructure

Pricing

Pricing is as simple as the concept of including absolutely everything. Pricing is based on the devices used by personnel within the organization. We do not charge separately for firewalls, routers, mobile devices, etc. All prices are per month.

Workstations (Desktops/Laptops): \$59.00 - Servers: \$299.00 (Discounted for 3-Year Agreement)

- Sycamore Township:
- **11 servers, 45workstations**

TotalCare includes four hours per week. We discussed ten hours per week. Here is a breakdown for the hours available. Please note, with TotalCare, you no longer need to buy **Antivirus** or **Spam Filter** separately.

Estimated savings: \$2,000+ annually.

Additional Onsite Hours Per Week	TotalCare/Month	TotalCare/Year
4	\$2,600.00	\$31,200.00
6	\$3,900.00	\$46,800.00
8	\$5,200.00	\$62,400.00
10	\$6,500.00	\$78,000.00

NOTE: Rates above is based on standard rate of \$150/Hour. The 3-Year agreement is reduced to \$125/hour

The only way the price goes up is if you need additional scheduled weekly onsite hours or add new devices which makes budgeting easy. Unscheduled additional hours are included in this contract.

Service Level Agreement (SLA)

DESCRIPTION	STATUS	SLA (RESPONSE TIME)
BUSINESS HOURS	Critical	1 Hour
	High	2 Hours
	Medium	Next Business Day
AFTER HOURS	Critical	1 Hour
	High	Start of Business Day
	Medium	Next Business Day

Critical	System Down, High Impact to Users, No Work Around
High	System Up, Some Impact to Users, Workaround Exists
Medium	System Up, Impact limited to small number of Users

Customer must follow Emergency contact procedures

INCLUDED: Support for Normal Business Hours - Monday through Friday, 8:00 AM to 6:00 PM EST, non-holiday.

WORK ORDER/TROUBLE TICKETING SYSTEM

- We use ConnectWise (<http://www.connectwise.com/>) a cloud-based product for Managed Service Providers
- Provides Web Portal for Clients to review tickets
- Drives billing process

AVAILABILITY OF KEY STAFF

- Call Center 24/7 x 365
- All staff are equipped with a company phone unlimited minutes and data plan
- During Business Hours they can be reached by calling the Call Center and having them paged out.
- After hours technicians are available as the call center text and/or call them for Critical outages
- Two technicians assigned to the account so there is always coverage of a knowledgeable technician as needed

AVERAGE RESPONSE TIME FOR AFTER HOURS ISSUES

- Immediate response from Call Center manned 24/7 x 365
- Average Response from Technician is 22.4 Minutes today across all customers
- The Township will be given our technicians cell number and able to call them directly in situations where response time is immediate.

DOWNTIME FOR ROUTINE MAINTENANCE

- Any interruption will be approved by Key staff at Sycamore Township
- Our Communication would be via Email and Phone call to key leaders
- Planned outages would provide notice five days in advance
- Unplanned outages Velecor would provide immediate notice to key leaders
- Communication will be with Department Leads who will contact each of their respective departments.

DISASTER RECOVERY

Backup and Disaster Recovery: We ensure that backups are functioning properly for data recovery as needed. Maintain a disaster recovery plan and provide redundancies where possible for client systems.

SECURITY

VELECOR takes client data security very seriously. We work with numerous local governments, the Fusion Center which has a collaborative partnership with DHS, as well as healthcare clients so we are versed with maintaining the integrity and security of data related to HIPAA, PCI, and other compliance requirements.

Backup and Disaster Recovery: We ensure that backups are functioning properly for data recovery as needed. Maintain a disaster recovery plan and provide redundancies where possible for client systems.

Access Control: We take a minimum access approach whereby access to client networks is lockdown with no inbound connectivity permitted except that which is required for operations. Patching to ensure exposed systems do not have known vulnerabilities exposed. Permissions to server data is handled with the same minimum access approach restricting data access to only those approved personnel. Encryption at rest storage solutions are available for data security.

Device management:

Using device management software machines can be tracked, managed, and wiped. Encryption options are available when needed and device management solutions for mobile devices can be deployed. USB security options available. Device segmentation between BYOD and City owned devices.

Authentication and identification:

Password policies, two-factor authentication where appropriate, and application specific security options

Audit and training: Periodic auditing and advised training options to instruct users on having a security mindset when communicating with a third-party person, website, or email.

All VELECOR staff have passed a background check prior to employment. The township is welcome to perform their own additional checks on VELECOR staff.

VELECOR requires all staff to abide by security and acceptable use policies for telephone, computer, social media, mobile devices, computer, fax, and internet.

Security is constantly evolving, and we strive to stay on top of the latest trends to offer options to our clients to help secure their data and provide responsive in the event of a breach.

MONITORING

VELECOR utilizes multiple remote monitoring solutions to manage and maintain computing environments. We deploy multiple agents to each workstation, laptop, and server to provide redundant connectivity options and management capabilities. In addition to deployed agents we monitor devices from centralized monitoring systems from our data center and from within the client network. This additional monitoring gives access to greater visibility through traffic trending and health information on network devices.

Monitoring results can be supplied on demand, and provided during the Quarterly Business Review by the Account Manager, or a representative of the Township can be given a login to some of these systems to view data at their convenience.

DOCUMENTATION AND RECORDS

VELECOR always strives to have multiple technicians with in-depth knowledge of the City environment and beyond the onsite team our service desk needs to be able to assist remotely. To accomplish this, documentation is considered a key component. We utilize a documentation solution where data is encrypted, and access is fully audited, historical records are retained, and access is restricted with two-factor authentication using 2FA software loaded on company owned phones. Documentation of the City environment would be made available and the end of contract to aide with transition.

Changes to systems are logged by technicians via ticketing system. When applicable a baseline performance analysis is performed to compare with results post-change.

Staff attend a mandatory weekly meeting where new developments at managed clients are discussed to ensure the entire VELECOR team is aware of changes to the environment.

Terms and Conditions

The following terms and conditions are incorporated into the TotalCare Agreement ("Agreement") made between Velecor, LLC ("VELECOR"), and the Customer stated on the Agreement ("Customer"). These terms and conditions cover only the equipment, users and resources listed in the Agreement at the locations stated in the Agreement ("Customer's location") for the period stated in the Agreement. By reference, all additional terms and conditions contained in Appendix A to this agreement are incorporated and made part of this Agreement.

SCOPE OF SERVICES: VELECOR agrees to provide the comprehensive support services stated in this Agreement for the listed services at the Customer's location. Service under this Agreement includes onsite, remote on-line, and telephone support services and support. VELECOR does not warrant that the operation of any listed equipment shall be uninterrupted. Detailed description of services, deliverables and service levels are provided in the Agreement. Hardware, software, and licensing purchases are not included in this Agreement.

SERVICE TIMES: Business Hours are defined in the TotalCare Agreement.

PAYMENT TERMS: Payment is to be made according to the terms stated in the contract/proposal. If any amount owed under this Agreement is not paid when due, VELECOR may add a service charge of 1 1/2% per month on unpaid amounts. VELECOR reserves the right to discontinue service if account is not current.

ACCESS: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VELECOR access to the Customer's network via that Internet connection. Customer agrees to allow VELECOR employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VELECOR access to the covered equipment. Customer agrees to allow VELECOR to load any necessary management software on their systems. Customer agrees to furnish VELECOR with Administrator-level password access for all covered equipment and servers, where necessary. VELECOR agrees not to prevent Customer from accessing any equipment owned by the Customer.

EXCUSABLE DELAYS: VELECOR shall not be liable for delays in performance due to fire, flood, acts of terrorism, acts of civil or military authority, inability to obtain or delays in obtaining suitable material or facilities required for performance, or temporary unavailability of qualified personnel, or other causes beyond its reasonable control or failure by Customer to provide full and appropriate access to the covered equipment.

EXCLUSIONS: This Agreement is subject to the following exclusions:
None

SOFTWARE LICENSE: Customer retains ownership of all licenses of software deployed at Customer site that Customer has directly purchased. VELECOR retains ownership of all licenses of software deployed at Customer site that is inherent in providing services under this Agreement. For testing and development purposes, VELECOR may utilize Customer's software licenses for the purposes of providing services to the Customer. At termination of contract, all software owned by Customer and utilized by VELECOR will be surrendered to Customer, and any and all uses of that software by VELECOR discontinued. No license for use of the software by VELECOR is granted under this contract. VELECOR will not be held liable for copyright or licensing infringement should customer engage in such activity whether prior to or after engaging the services of VELECOR. License auditing services are available but are not included in this Agreement. VELECOR will use software licenses provided by the Customer for all software obtained by sources other than VELECOR and it is the responsibility of the Customer to ensure that these software products are properly licensed. VELECOR will retain a copy of all licenses purchased through VELECOR.

EQUIPMENT OWNERSHIP: Customer retains ownership of all equipment deployed at Customer site that Customer has directly purchased. VELECOR retains ownership of all hardware deployed at Customer site that is inherent in providing services under this Agreement and that which is provided for Customer's use within this Agreement. For testing and development purposes, VELECOR may utilize Customer's hardware for the purposes of providing services to the Customer. At termination of contract, all hardware owned by Customer and utilized by VELECOR will be surrendered to Customer, and any and all use of that hardware by VELECOR discontinued.

RISK OF LOSS: Title and risk of loss to the product shall pass to Customer on the date of delivery to Customer, for Customer-installed products, or upon completion of installation for products installed by VELECOR.

FACILITY CONDITION: Customer shall provide a clean operating environment which does not exceed the manufacturer's rated temperature and humidity specifications for the equipment. Customer shall notify VELECOR promptly when the listed equipment requires support service. If Customer changes the configuration of any listed equipment, VELECOR may adjust the charge under this Agreement, or at VELECOR's option, exclude that equipment from the scope of this Agreement and prorate the charges accordingly.

TIME AND MATERIAL BILLING: Materials will be billed as needed. All materials must be approved by Customer prior to purchase.

SOFTWARE AND OPERATING SYSTEM ERRORS: This Agreement is limited to the services identified in the TotalCare Quote #000316 contained in pages 1 to 4 of this document and further defined in this Agreement. It is the responsibility of VELECOR to ensure that all of Customer's files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VELECOR liable for defects or "bugs" in software it has not provided or recommended to Customer, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data resulting from such hardware failure. Any technical support required to restore data integrity or to make the system function resulting from defects or bugs in software not provided or recommended by VELECOR, or hardware failure, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, re-indexing databases, will be billed separately on a time and materials basis, unless covered under "Business Disruption Avoidance & Disaster Planning & Preparation."

LIMITATION OF LIABILITY: VELECOR shall in no event have any liability for any special, incidental, or consequential damages including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, down-time, or claims of Customer for such damages, whether the claims be in contract, tort, strict liability, negligence, indemnification or otherwise, even if VELECOR had been advised of such potential damages.

With respect to "Offsite Backup" Services, VELECOR will in no way be held responsible for data integrity or availability. "Offsite Backup" Services are resold and provided by third party vendor(s). VELECOR may or may not hold warranties with said vendor(s). Upon request from Customer, VELECO will provide any warranties and known information about the vendor in use for that Customer.

With respect to "Proactive Maintenance" Services, customer acknowledges that there is no such thing as a totally secure, impenetrable network, but that VELECOR's "Proactive Maintenance" services (according to specific service(s) contracted for) provides a reasonable level of proactive protection as well as ongoing security monitoring and reporting. VELECOR will in no way be held responsible and/or liable for damages, monetary or otherwise, by Customer, or any other affected party, in the event of a security breach or network security related outages, damages, losses, etc.

WARRANTY DISCLAIMER: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT. In all events not provided for in this Agreement and where permitted by law, VELECOR's liability (regardless of the form of action) will be limited to Customer's direct damages. VELECOR's entire liability and Customer's exclusive remedies for VELECOR's liability of any kind (including liability for negligence) for performance, nonperformance or delays in performance by VELECOR under this Agreement are limited to those contained in this Agreement where permitted by law. Under "Service Level & Warranty" services, certain operability outlined in Appendix A will be remedied by VELECOR at no additional cost to Customer according to provisions also set forth in Appendix A.

APPLICABLE LAW: This Agreement shall be governed by and construed according to the laws of the State of Ohio. Parties agree to submit to venue in the courts of Hamilton County, OH. In the event of dispute arising out of terms and conditions of this Agreement or in delivery of services, both parties agree to submit such dispute to independent arbitrator for binding arbitration, and to accept the findings of the arbitrator as final.

MODIFICATION OR AMENDMENT: No modification or addition to any provision of this Agreement shall be binding on either party unless in writing or signed by a duly authorized representative of each party.

ASSIGNABILITY: This Agreement is not assignable by Customer except upon the written consent of VELECOR, which shall be at VELECOR's sole option. This Agreement or any portion thereof is assignable by VELECOR with Customer written consent

ENTIRE AGREEMENT; SEVERABILITY: If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative. This Agreement, the TotalCare Quote #000316 contained in pages 1 to 4 of this document, and the Terms and Conditions, constitute the entire understanding and agreement of VELECOR and Customer. No representations, inducements, promises, negotiations, or agreements, oral or otherwise, which are not contained herein, shall be of any force or effect.

CONTRACT RENEWAL: The Township may renew this Agreement for a term equal to the original term at the then current rate charged by VELECOR, which in no event shall be greater than 10 percent higher than the amount charged hereunder, by providing written notice to VELECOR 20 days prior to the expiration date.

TERMINATION OF AGREEMENT:

The Initial Term of this Agreement shall commence on the date it is signed and shall continue in force for one (3) year or until termination according to the terms listed below.

- a. This Agreement may be terminated immediately, upon notice in writing: By either party if the other party is in material breach of any of its obligations hereunder and fails to remedy such breach within thirty (30) days of receipt of a written notice by the other party which specifies the material breach.
- b. By either party if the other party has a receiver appointed, or an assignee for the benefit of creditors, or in the event of any insolvency or inability to pay debts as they become due by the other party, except as may be prohibited by applicable bankruptcy laws.
- c. Either party may terminate this Agreement for convenience upon ninety (90) days prior written notice to the other party. Any termination of this Agreement shall not relieve either party of its obligations in effect on the date of termination of this Agreement, unless otherwise mutually agreed to in writing.
- d. VELECOR may terminate an Agreement, or any portion of the Services not then performed immediately upon written notice for CLIENT's material breach of the Agreement, including but not limited to, any breach of service.
- e. VELECOR will provide reasonable assistance to CLIENT to enable and facilitate an orderly transition of the Services to CLIENT or to another vendor.

Upon termination of this Agreement hereunder, Customer will return to VELECOR any products provided under this Agreement to VELECOR. VELECOR shall not be obligated to restore the premises to their original condition, if Customer does not return the products or make them available for removal by VELECOR, then in addition to all other remedies at law or equity available to VELECOR all obligations of Customer under this Agreement shall remain in force and effect until the products are returned to VELECOR.

CONFIDENTIALITY, PUBLICATION AND NON-COMPETE: VELECOR and the Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VELECOR shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.



1081 B State Route 28
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Neither VELECOR nor Customer shall not, directly or indirectly, solicit, recruit or hire any Customer or VELECOR personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement.

The provisions of this Section shall survive the termination or expiration of the Agreement.

It shall not be a violation of this Item for the Customer to release and comply with any provision of ORC 149.43 or any related statutes commonly known as the Ohio Public Records Laws.