

RESOLUTION NO. 26-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Engert ON
THE 1st DAY OF March, 2021.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO AGREEMENTS WITH WOODHULL, LLC AND
U.S. BANK EQUIPMENT FINANCE FOR THE FINANCING,
MANAGED SERVICES AND CONSOLIDATION OF COPIER
HARDWARE FOR THE CITY OF CENTERVILLE.**

WHEREAS, the City of Centerville has been improving and updating its information technology (IT) systems in the City; and

WHEREAS, the City is desirous to consolidate the copiers throughout the city; and

WHEREAS, a formal request for proposals or bid process are not required in that such services are deemed professional services and/or IT services and the pricing was obtained from the state term pricing list; and

WHEREAS, Woodhull, LLC provides such services to provide both the consolidation and the maintenance of such copiers; and

WHEREAS, U.S. Bank Equipment Finance provides for the financing of said copiers; and

WHEREAS, the Ohio Revised Code recognizes exceptions to competitive bidding for professional services and for purchases related to IT that are proprietary or limited to a sole source; and

WHEREAS, Ohio Revised Code Section 125.02 grants authority for the City to use State terms for pricing schedules allowing such purchases without competitive bidding; and

WHEREAS, the proposed contracts appear on the Ohio State Term Contract #800872 pricelist and the Woodhull, LLC Ohio State Terms Pricelist.

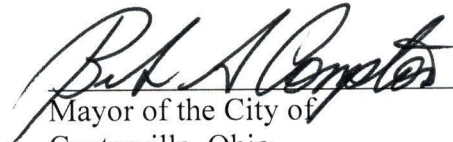
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS
FOLLOWS:**

Section 1. The City hereby agrees to authorize the City Manager to enter into an Agreement with both U.S. Bank Equipment Finance for the financing and Woodhull, LLC for the supply and maintenance of copiers, a copy of the Agreements are attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. That the City Manager is authorized to take all steps necessary to engage Woodhull, LLC and execute any additional documents for the services to consolidate the copiers.


Section 3. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 1st day of March, 2021.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 26-21, passed by the Council of the City of Centerville, Ohio on the 1st day of March, 2021.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney



APPLICATION NO.	AGREEMENT NO.
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Dealer Value Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

Form fields for CUSTOMER INFORMATION including FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, and BILLING STREET ADDRESS.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

[X] See attached Schedule A [] See attached Billing Schedule

TERM & PAYMENT INFORMATION

Form fields for TERM & PAYMENT INFORMATION including number of payments, amount, and overages billed quarterly.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Signature line for LESSOR: U.S. Bank Equipment Finance

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature line for CUSTOMER: City of Centerville

FEDERAL TAX I.D. # and PRINT NAME fields

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Signature line for CUSTOMER: DELIVERY & ACCEPTANCE CERTIFICATE

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.
4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.
5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.
8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-salable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**
9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.
10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.
11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**
12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**
13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



AGREEMENT NO.



STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____, between City of Centerville, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under an agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

City of Centerville

Customer

Signature

X

Signature

Title Date

Title Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Bill To:			Ship To:		
Account	City of Centerville		Account	City of Centerville	
Address 1	100 West Spring Valley Pike		Address 1	100 West Spring Valley Pike	
Address 2			Address 2		
City, State	Centerville, OH		City, State	Centerville	OH 45459
Email		Zip 45458	I.T. Contact	Larry Rover	Phone (937) 428-4722
Contact	Larry Rover		Meter Contact		Fax
Phone	(937) 433-7151	Fax	Meter email		

Tax Exempt?	<input checked="" type="checkbox"/> YES - Attach Form <input type="checkbox"/> NO - TAXABLE	Payment Terms:	Included in Lease	Term:	60	Months (Same as Lease)
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Note: See Lease Documents for frequency of billing and any other billing parameters.

Select All that Apply to this Agreement (Scope of Services):

- Bundled Service Agreement for Copier and Printer Based Products:** Includes unlimited service calls, all service labor, parts, travel, drums, toner cartridges, toner, developer, maintenance kits and all other consumables with the exception of paper, staples, professional services, network and software support. Customer is responsible for adding paper, toner, toner cartridges, staples, other consumables and clearing of misfeeds.
- Automatic Shipment of Toner Cartridges to Printers:** If a printer device is readable for toner tracking, customer elects to have cartridges shipped automatically on a just-in-time basis. Shelf stock is not needed with this option. Note: Customer call-in required for non-reading devices.
- Printer Replacement Guarantee:** If any printer on attached Schedule A (or B, etc) cannot be repaired satisfactorily by Woodhull, it will be replaced at Woodhull's expense. Woodhull retains ownership of any such replacement device. The guarantee includes laser printers, but excludes copier, MFD, MFP, Mopier, or any other A3 or A4 devices.
- Non-Bundled Service Agreement:** Includes all service labor, parts, and travel. Excludes all consumables, toner, ink, drums or masters, maintenance kits, developer, staples, paper, professional services, network and software support. Customer is responsible for adding paper, toner, staples, master units, maintenance kits, oil or any other consumables and clearing of misfeeds.
- Waiver:** Customer waives the offered service agreements. Service will be available on a chargeable basis and payment will be due at time service is performed. If the customer requests a service agreement in the future, an inspection call must be performed prior to the start of any service agreement. If parts are required on the inspection call, these will be billable to the customer prior to the start of the service agreement.

NOTE: This is a fixed term agreement and may not be cancelled or refunded. Network Time and Peripheral Hardware are not covered under this Agreement. Additional coverages are available upon request. On-site I.T. support is available at \$150 per hour.

ID Tag	Model	Serial	Location	Meter Type	Begin Meter	Monthly Base Charge	Monthly Base Clicks	Overage Click Charge
				B/W			See Lease	See Lease
				Color			See Lease	See Lease
					Total	Incl in Lease		
Pricing is Fixed Throughout Term								

(PLUS TAX)

DATA SECURITY OPTIONS ON OLD EQUIPMENT BEING PICKED UP -- PLEASE CHECK ONE:

- WAIVER:** Customer waives data security options. Customer accepts sole responsibility to remove any sensitive data stored on the hard drives, all memory locations, and any external data storage devices used with the equipment being returned. Woodhull, LLC will NOT be held liable for any data left on old devices.
- REMOVE HARD DRIVE:** Woodhull will remove MFD hard drives at customer location, and transfer ownership to customer. **PRICE per MFD: \$250**

INDICATE BELOW THE SOLUTIONS INCLUDED WITHIN THIS SCOPE OF SERVICES AGREEMENT:

- | | | |
|--|------------------------------------|------|
| <input checked="" type="checkbox"/> PRINT AUDIT Rules-Based Printing / Cost Recovery | No. of Workstations Included: | None |
| <input checked="" type="checkbox"/> PRINT AUDIT "Follow-Me" / Secure Release Printing | No. of Printers and MFDs Included: | None |

Accepted by Customer:

Authorized Signature _____

Printed Name _____

Title/Position _____

Date _____

Consultant Signature _____

Consultant Printed Name Ashley Bosse

Consultant Number _____

Date _____

Woodhull, LLC and subsidiaries (WLLC) Scope of Services Agreement Terms and Conditions

- A. **SCOPE OF SERVICES:** The scope established on the front page of this agreement includes payment for maintenance performed by Woodhull during its normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Service at times other than WLLC's normal service hours may be furnished on an "as available basis" at published rates then in effect. Customer must separately purchase paper and staples. Computer network problems and operator-error type problems are not included in the Scope of Services.

This agreement will automatically renew for 12-month term(s) upon expiration of the previous covered term unless cancelled in writing between 90 and 150 days (before the end of the term) by either party. At the end of the first year of this agreement and periodically thereafter we may increase the base payment amount, the per page charge over the base minimum and the excessive scan meters without notice.

- B. **PAYMENT:** All payments are due upon receipt. Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement. WLLC may cease performance under this Agreement if Customer is in breach under this or any other Agreement with WLLC. If it is necessary for WLLC to proceed legally to enforce this Agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred.
- C. **MANAGED PRINT SERVICES (MPS):** If applicable, customer agrees to (i) Install and keep DCS software on a 24/7 server or dedicated PC, (ii) Push Local Beacon to all non-networked printers, (iii) Monitor DCS software for devices that no longer "Read" and to resolve any causal network issues, (iv) Enable SNMP, (v) Notify WLLC of changes to location, IP Address, etc, and provide new information, (vi) Include any on-site WLLC-owned equipment under your corporate insurance policy, (vii) Provide primary I.T. contact, email and phone, (viii) Notify WLLC before acquiring any printer to be added to this agreement. WLLC must approve in writing any new printer being added to the service agreement.

WLLC will from time to time, and at its discretion, replace, instead of repair, a printer. The criteria for the printer replacement decision is determined by WLLC using operational factors leading to the replacement of a WLLC-owned printer or the customer's printer with new, used, or refurbished equipment. WLLC retains ownership of the replacement device. Customer retains ownership of its device being replaced, unless you agree to relinquish ownership to WLLC.

- D. **FIT-FOR-SERVICE IMPLEMENTATION:** The customer may add some or all of their existing fleet of devices to this Agreement. These are devices that are not being placed by WLLC, but are pre-approved by WLLC to be added to the Agreement. Upon approval of this Agreement by both parties, WLLC will complete an inspection of all such devices to be covered under this Agreement to determine the mechanical readiness for operation. Following inspection, a WLLC ID tag will be attached to the devices and the devices will be brought to manufacturer's specification by WLLC solely at the cost of the customer.
- E. **MAINTENANCE:** During the term of this Agreement, WLLC agrees to perform the maintenance and repair listed on Agreement that keeps the Equipment in good working order and condition, normal wear and tear excepted. If WLLC is notified by Customer during the term of the agreement that the equipment is not in good working condition, WLLC will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, WLLC will promptly provide a quote for the appropriate part(s).
- F. **SERVICE LIMITATIONS:** Customer agrees WLLC will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), the breaking of lids, hinges, paper cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) software applications other than what was purchased as part of the copier/printer, scan/fax device, (v) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (vi) failure of improper telephone or electrical power; (vii) Force Majeure, Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (viii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (ix) improper environment such as excessive dust, chemical residues, abnormal high or low temperatures.

If WLLC provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at WLLC's then current rates for labor and parts. Customer agrees that WLLC will not be required to make adjustments, repairs or replacements if WLLC is not provided reasonable access to the Equipment.

The following are excluded from coverage under this service agreement: External Fiery print controllers, third-party coin boxes and other hardware, and add-on software applications, etc, unless specifically stated in writing. Separate coverage agreements may be available.

- G. **NETWORK INDEMNITY:** From time to time, WLLC may perform various and sundry tasks, activities, or services on the customer's network. In consideration of WLLC agreeing to perform such tasks, activities, or services, customer agrees that in no event will WLLC, its employees, subsidiaries, or agents be held liable for any loss of data, loss of use, loss of profit, or liabilities to third parties, however caused. WLLC advises customer to back up all network data, directories, subdirectories, and partitions before installation, connection, administration, or any other operation is performed.
- H. **SUPPLIES:** Supplies issued under this Agreement must be used ONLY for the equipment listed on this agreement. Toner may be OEM original or WLLC-approved OEM-compatible, at the discretion of WLLC. If supplies shipped exceed the manufacturer's recommended usage, based on the service agreement click volume, the customer may be charged for additional supplies. Should the service agreement be cancelled, the customer agrees to pay for all supplies used after the coverage period, or return all unused supplies to WLLC at the customer's expense. Additionally, WLLC reserves the right to charge customer for freight and handling for any and all supply and consumable orders. Overnight toner orders may incur an additional charge.
- I. **CLICKS:** In the context of this agreement, a "click" is defined as any image copy, print, fax, or scan measured. A "click" is an image either printed or non-printed. Images that are 11" x 17" register as two (2) clicks. The customer will be charged an additional \$0.0025 per scan for all scans that exceed the number of copies made during the agreement coverage period.
- J. **RELOCATION:** Customer agrees to keep the Equipment at the installation location and will notify WLLC beforehand if equipment is to be relocated. WLLC will relocate equipment for a fee. If Customer chooses not to engage WLLC to relocate Equipment, and the relocation results in required service, the service call will be chargeable.
- K. **TRANSFERRING:** Transferring equipment covered by a service agreement out of the WLLC service area will void the agreement with no refund. The cancellation of a service agreement and/or lease or rental prior to expirations, will be non-refundable.
- L. **INDEMNITY:** Customer shall indemnify and save WLLC harmless from any and all liability, loss, damage, expense, causes of actions, suits, claims or judgments arising from injury to person or property, resulting from actual or based on alleged uses, operation, transportation or services performed on the equipment. The laws of the State of Ohio shall govern this agreement. This agreement constitutes the entire agreement, proposals, communications, oral or written, concerning the subject matter of this agreement. Any modifications or waivers of this agreement shall not bind WLLC, unless agreed to in writing by an officer of WLLC.
- M. **DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with WLLC within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, WLLC may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.
- N. **METER READINGS:** Customer agrees and consents that WLLC may obtain meter readings via remote access and grants WLLC the right to do so. For any print device that is not readable by our software, the customer shall provide meter readings via fax, Woodhull's website, email, or telephone, as required to administer the agreement. Customer agrees to accept estimated meter readings for billing purposes, as needed.
- O. **CONFIDENTIALITY CLAUSE:** WLLC recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients from improper use or disclosure. WLLC agrees to use its best efforts to treat Customer Information on a confidential basis.

Note: In case of any conflict, the related Lease Document overrides these parameters.

**CERTIFICATE OF THE FISCAL OFFICER FOR A
LOCAL GOVERNMENT TRANSACTION IN THE STATE OF
OHIO**

I do hereby certify that:

- a) I am the Fiscal Officer of the City of Centerville (“Lessee”) and;
- b) I have reviewed Lease Agreement no. _____ with _____ as Lessor and that the amount required to meet the obligation in the fiscal year in which the contract is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

FISCAL OFFICER

By: _____

Printed Name: _____

Date: _____



City of Centerville
100 W Spring Valley Pike
Centerville, OH 45458

February 24, 2021

Attn: Larry Rover

Regarding the following:

MAKE	MODEL	SERIAL	Lease Exp. Date
Canon	IRADV5535IV3	GPQ59519	10/17/2024

Woodhull, LLC agrees to pay the sum of \$12,726 to City of Centerville for all costs associated with the leased equipment listed above. This payment fulfills Woodhull, LLC's financial obligation to City of Centerville in full. Any additional fees, payments, taxes, etc. are the responsibility of City of Centerville.

It is the obligation of City of Centerville to notify the leasing company in writing of the intent of City of Centerville to end the lease, and to request a Return Authorization (RA) document from the leasing company. The RA must be provided to Woodhull, LLC before any equipment is removed from your location.

When the RA is received, Woodhull, LLC agrees to pick up the equipment from your location and return it to the leasing company's designated return location. Woodhull, LLC will be responsible for all shipping costs associated with returning this equipment to the current leasing company.

The Return Authorization (RA) must be provided to Woodhull, LLC a MINIMUM OF 14 DAYS PRIOR to the equipment return date deadline. The current lease WILL CONTINUE TO BILL to you until Woodhull, LLC receives the RA document and returns the equipment.

Woodhull Authorized Signature and Date

Print Name and Title

City of Centerville

Company Name

Authorized Signature and Date

Print Name and Title



EQUIPMENT FINANCE

TERMS AND CONDITIONS
ADDENDUM

AGREEMENT #
2746558

Addendum to Agreement # 2746558 and any future supplements/schedules thereto, between **CITY OF CENTERVILLE**, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement as follows:

The following signature block has been added to the end of the CUSTOMER ACCEPTANCE section on Page 1 of the Agreement and to the end of the State and Local Government Addendum:

Approved as to Form: Municipal Attorney for CITY OF CENTERVILLE

X

Signature

Title

Date

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor/Secured Party

Signature

Title

Date

CITY OF CENTERVILLE

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



ADDENDUM TO
Scope of Services Agreement
TERMS AND CONDITIONS

Addendum to Scope of Services agreement:

Customer: City of Centerville
Scope of Services agreement dated:

The parties wish to amend the above-dated Scope of Services Agreement as set forth below:

Section L. INDEMNITY:
Remove sentence beginning with "Customer shall indemnify ..." from the Scope of Services Agreement.

By signing this Addendum, Customer acknowledges the above changes to the Scope of Services Agreement, and authorizes Woodhull, LLC to make such changes. In all other respects, the terms and conditions of the Scope of Services Agreement remain in full force and effect and remain binding to the Customer. The terms and conditions of the Scope of Services Agreement are separate from any related lease document. In case of any conflict, the lease document overrides the Scope of Services terms and conditions.

Woodhull, LLC
Service provider
Signature
Ashley Bosse
Print Name
Major Accounts Manager
Title Date

City of Centerville
Customer
Signature
Print Name
Title Date

Approved as to form, consistency with existing ordinances, the charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

Signature

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE SCOPE OF SERVICES AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.