

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 24-42**

**RESOLUTION APPROVING PURCHASE OF EVIDENCE LOCKER FOR THE
POLICE DEPARTMENT FROM PATTERSON-POPE IN THE
TOTAL AMOUNT OF \$15,689.10.**

WHEREAS: The Police Chief has recommended the purchase of new Patterson-Pope Evidence Locker; and

WHEREAS: This evidence locker purchase will replace the current floor refrigerator used for storing OVI kits until transported to the Miami Valley Regional Crime Lab for testing and provide secured compartments for non-liquid items;

NOW, THEREFORE, BE IT RESOLVED, by the Trustees of Fairfield Township, Butler County, Ohio, as follows:

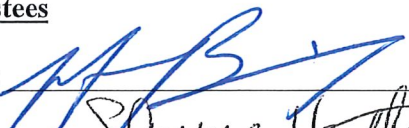
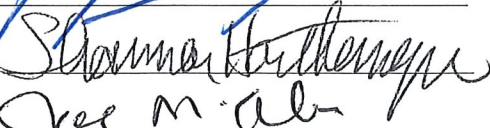

SECTION 1: The Board of Trustees hereby approves the purchase of Patterson-Pope evidence locker for the Police Department in the total amount of \$15,689.10, which included the cost of \$695.00 for electrical installation to accommodate cellphone, laptop, and other technology chargers to be paid to Denier Electric, to be paid out of Fund 2191 and included herein on Attachment "A".

SECTION 2: This Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 3: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 4: This Resolution shall take effect at the earliest period allowed by law.

Adopted: March 19, 2024

<u>Board of Trustees</u>	<u>Vote of Trustees</u>
Michael Berding: 	<u>Yes</u>
Shannon Hartkemeyer: 	<u>Yes</u>
Joe McAbee: 	<u>Yes</u>

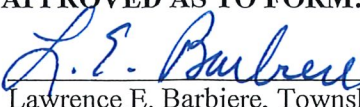
AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 19 day of March, 2024.

ATTEST:


Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:


Lawrence E. Barbieri, Township Assistant Law Director



Proposal

Quote #: Q-62144-1
 Drawing Ver: 342314 1A OH State
 Contract
 Date: 2/9/2024
 Expires On: 5/5/2024

10321 S. Medallion Dr.
 Cincinnati, OH 45241
 Phone: (704) 523-4400
 Fax: (704) 523-4499

Install To
 John Vanderyt
 Fairfield Township - Police Department
 6485 Vonnie Vale Court
 Hamilton, OH 45011
 (513) 887-4406 x 4176
 jvanderyt@fairfieldtwp.org

Bill To
 Fairfield Township Police
 6845 Vonnie Vale Court
 Hamilton, OH 45011

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gordon Kwiecinski	gkwiecinski@pattersonpoppe.com		Deposit/Progress Payments

Group Name	Description	Net Total
Spacesaver Evidence Locker priced per Ohio STS 800859	One #ED3P04F4 Non-Pass Through Evidence Locker per Project Plan #342314 Configured as follows: <ul style="list-style-type: none"> • Three compartments to have programmable Digi Lock for Passback capability • Two compartments to have USB Outlets • One Refrigerator with four compartments. 	\$13,078.59
Freight, Local Delivery and Installation	Services to include the following: <ul style="list-style-type: none"> • Factory freight to our local distribution center • Receipt and inspection. • Inside delivery to first floor location • Unpacking, staging and anchoring of unit • All work to be performed during normal working hours 	\$1,915.51

Sub Total:	\$14,994.10
Estimated Total Tax:	
Grand Total:	\$14,994.10

Important Proposal Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

INFO REGARDING STORAGE FEES: The customer acknowledges that they will be responsible for Storage Fees of \$50 per pallet, per month, incurred 30 days after the ship date that are related to a delay in an installation date due to a customer's request or a site related project delay

Patterson Pope requires a purchase order (or signed quote) for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.

Signature below indicates acceptance of this proposal and of the attached terms and conditions.



Proposal

Quote #: Q-62144-1
Drawing Ver: 342314 1A OH State
Date: 2/9/2024
Expires On: 5/5/2024

10321 S. Medallion Dr.
Cincinnati, OH 45241
Phone: (704) 523-4400
Fax: (704) 523-4499

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Gordon Kwiecinski at gkwiecinski@pattersonpoppe.com.
THANK YOU FOR YOUR BUSINESS!

Patterson Pope Terms and Conditions The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.
5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay unless the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.
6. **Storage Fees:** As part of the Sales Agreement, Patterson Pope agrees to provide 30 days of storage at no cost. After 30 days storage fees will accrue and become billable to customers for any customer related delay or site related delay that results in a change in the installation date.
7. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.
8. **Limitation of Remedy and Liability:** The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information. Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Patterson Pope, Inc.

Date

CLIENT

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # _____



February 28, 2024

**FAIRFIELD TWP POLICE DEPT
6485 VONNIE VAIL CT
FAIRFIELD TWP, OH
45011**

Attention: JOHN VANDERYT

Subject: ADD (1) DEDICATED 120V CIRCUIT

We are pleased to offer a quotation for the materials only required to complete the electrical installation as detailed below. The following pricing has been included for your consideration:

Work Description:

- Provide and Install (1) 20-amp 120v receptacles with covers plate.
- Provide and install (1) 20-amp Siemens breaker in existing panel.
- Provide and Install 12/2 MC cable from existing panel to interior wall.
- Cut & Fish MC Cable in Interior Walls
- Testing after Completion of Project

Lump Sum for above work.....\$695.00

Qualifications

- Work to be Done During Normal Business Hours (7am-3:30pm)
- Sales Tax Has Been Included for Materials Supplied by Denier Electric
- Electrical Permits are NOT Included
- Engineered Working Drawings are NOT Included
- Do to Supply Chain Issues, Proposal Pricing is Valid for 30 Days
- Denier is a Women’s Business Enterprise (WBE)

Sincerely,
Denier Electric Company, Inc.
Curtis J Robinson
Service Coordinator

CINCINNATI
7266 New Haven Road
Cincinnati, OH 45030
513.738.2641 (tel)
513.738.5855 (fax)

COLUMBUS
4000 Gantz Road – Suite C
Grove City, OH 43123
614.338.4664 (tel)
614.338.4663 (fax)