



ROSS TOWNSHIP RESOLUTION

RESOLUTION NUMBER 2014-008

RESOLUTION ENTERING INTO AN AGREEMENT WITH APPAREL MASTER INC.
TO PROVIDE UNIFORMS TO EMPLOYEES IN THE ROAD DEPARTMENT AND
AUTHORIZING THE ROAD SUPERINTENDENT TO EXECUTE THE AGREEMENT

WHEREAS, Ross Township desires to provide uniforms to employees in the Road Department; and

WHEREAS, Apparel Master Inc. has a desire to provide said services to Ross Township.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

SECTION 1-A:

That the Board hereby enters into an agreement with Apparel Master Inc. to provide uniforms to employees of the Ross Township Road Department, substantially in the form of the five year agreement attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

SECTION 1-B:

That the Road Superintendent, Paul Bulach, be and hereby is authorized to execute the agreement as authorized herein.

SECTION 2:

This resolution shall take effect on February 1, 2014 following the filing of this resolution with the Ross Township Fiscal Officer.

SECTION 3:

It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


INTRODUCTION AND VOTE RECORD:

Trustee Yorby introduced the foregoing Resolution and moved its adoption, Trustee Wuezelbacher seconded the Motion. The roll

being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE

Adopted at the meeting of the Ross Township Board of Trustees this 15th day of January, 2014.



Ellen Yordy, President



Thomas Willsey, Vice President



Raymond Wurzelbacher, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 15th day of January, 2014.



Judy Hoffman
Ross Township Fiscal Officer

THE REMAINDER OF THIS PAGE INTENTIONALLY

SERVICE AGREEMENT

SUPPLIER ApparelMaster Inc.
 Address 123 Harrison Ave
 City, State, Zip Harrison OH 45030

Form 1-8
 Revised 11-11

CUSTOMER <u>Boss Tailoring</u>		ROUTE <u>2</u>	EST. INVOICE DATE
SOLE PROPRIETOR <input type="checkbox"/>	<input checked="" type="checkbox"/> CORPORATION	PARTNERSHIP	OTHER
STREET & NUMBER		DAY MON TUE WED THUR FRI SAT	
CITY		STATE	ZIP CODE
BILLING ADDRESS		AREA CODE/PHONE NUMBER	
ITEM		TYPE/SIZE/COLOR	ITEM INVEN. DRY
WEEKLY USAGE		UNIT PRICE	MINIMUM WEEKLY FLAT RATE
AUTOMATIC REPLACEMENT OF INVENTORY		LOSS REPLACEMENT CHARGE/EACH	
<u>Uniform</u>	<u>Short/Pant 2000</u>	<u>11/11</u>	<u>5/5</u>
<u>1-Short</u>	<u>1</u>	<u>5</u>	<u>5</u>
<u>Slip 7000</u>	<u>12116 Red</u>	<u>50</u>	<u>50</u>
<u>SACKETS</u>		<u>CLEAR ONLY - BILL AS TURNED IN</u>	
LEASE LIABILITY		EMERGENCY CHARGE	
ESC. CHARGE <u>7.00 each</u>		GARMENT PREP CHARGE	

- SERVICE & DELIVERY** - Supplier agrees to furnish to Customer on a regular delivery schedule and Customer agrees to receive exclusively from supplier all items on schedule in the Agreement. All merchandise shall remain the property of supplier.
- ACCOUNTS & TERMS** - All charge accounts are due and payable within 15 days from receipt of statement. All past due amounts will be charged a service charge of 1.5% per month. All COD accounts are due when merchandise is delivered. Any unpaid COD items are subject to a 5% discount.
- CUSTOMER COVENANTS** - I acknowledge that Supplier shall own a substantial investment upon Customer's failure to promptly and servicing a demand based invoice and all future needs as requested by Customer. Customer agrees to pay Supplier all monies due to let merchandise or to let merchandise based on periodic inventories. Customer hereby agrees to pay for return on return account used to support the liability product line in lease as determined by Supplier. All garments that have been ordered special or special direct embroidery that be charged if not described in the contract part of Agreement. If employee account is discussed for any reason the rate will be reviewed for any new agreement. Items being returned to Supplier and a lease guarantee rate will be installed on the invoice for the remainder of current agreement term.

Supplier requires that all concerns regarding service levels below industry standards be addressed in writing. Supplier upon receipt of a written notification is permitted 30 days to return levels of service to local industry acceptable standards.
- TERM** - This agreement is effective for 06 months from date of acceptance from Customer. This agreement is effective for all items agreed to be ordered by Customer subsequent to original date of acceptance. This agreement shall automatically renew for periods of one (1) year or less consecutively, if notice of ending is not delivered by supplier 60 days prior to each anniversary date. This agreement is binding upon heirs and assigns.
- PRICING** - Prices are guaranteed for one (1) full year. Cost plus may also be used to base prices thereon based on the Consumer Price Index but not to exceed five percent (5%) per year.
- BREACH** - If the 2020 Customer elects to breach this agreement, Supplier reserves the right to pursue all remedies for enforcement of this agreement and its terms that are provided by law. All legal remedies will take place in the County and State of Ohio where the contract is signed.
 A. If contract is breached, Customer agrees to pay Supplier to fulfill the rate average weekly charge in effect on the date of breach multiplied by the number of weeks remaining under the term of this agreement.
 B. Customer agrees to pay for all items damaged or lost due to Supplier's negligence or breach of the lease or loss of inventory charges above.
 C. In the event Customer's account is released to legal counsel for enforcement of this agreement, Customer agrees to pay all costs of any proceedings as well as payment of reasonable attorneys fees incurred by Supplier.
- INFRINGEMENT** - Customer agrees that this agreement covers all fittings used by its company agreements.

Notice to Customer: all products are not made in USA and should be used in accordance with their design.
 Severability: If any term or clause of the agreement shall be invalid, the remainder of the agreement shall not be affected, therefore enforceable by the fullest extent of the law.

Signed this 1 day of Feb 2014 Effective Date 12/11 on day 14 of Corporate Agreement
Signature (Date)

CUSTOMER
 By: _____ (Print Name) _____ (Title)
 By: _____ (Signature) _____ (Title)

SUPPLIER
 By: _____ (Print Name) _____ (Date)
 By: _____ (Signature)