

PERSONAL COMPUTER LOAN AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between Miami County, Kansas, hereinafter referred to as “County” and _____, hereinafter referred to as “Employee”.

WHEREAS, County is a county public municipality that utilizes computers throughout its various departments and a working knowledge of computers is or will soon become essential for almost all County employees; and

WHEREAS, County believes it to be in the public interest to improve the skills and education of its employees; and

WHEREAS, Employee is currently an employee of County and desires to improve his/her computer skills and education by acquiring a personal computer for use at home, pursuant to the Personal Computer Loan Policy adopted by the Miami County Commission.

NOW, THEREFORE, the parties named above agree, in consideration of the mutual covenants hereof, as follows:

SECTION I

1. The employee has been continuously been employed by County for at least one year prior to the execution of this Agreement and currently works at least 20 hours per week in his/her position with County.

Hire Date: ____/____/_____

2. The employee requests that the county provide him/her with a personal computer obtained from the county for an amount not to exceed \$1,250.00. Employee agrees to pay in full to the county any amount over said \$1,250.00, with said overage amount becoming due upon delivery of the computer to the employee.
3. Employee agrees to repay county the full amount of the purchase price by bi-weekly deductions from his/her paycheck, with said payments not to exceed two years.
Term of Loan: ____ 12-months or ____ 24-months
4. Employee hereby authorizes the county to make such deductions from each and every bi-weekly paycheck. Deductions will be applied to the first paycheck after the receipt of the computer and until the computer loan is repaid in full.
5. Employee further agrees that if his/her employment with county should be terminated for any reason prior to full repayment of the Computer Loan to county, county is hereby authorized by employee to deduct from employee’s final paycheck (including, but not limited to, salary, vacation, sick and longevity pay), up to the full amount, the amount of the outstanding loan owed to county under this Agreement.
6. Employee further acknowledges and agrees to reimburse the county for any outstanding amount of the computer loan not repaid through above paragraphs 4 and 5 of Section I of this Agreement after his/her employment with the county has ceased, with said amount becoming due upon the termination date of the employee.
7. Employee assumes full responsibility and ownership for any computer-delivered to his/her possession under this Agreement and employee shall be fully responsible to county for repayment of any outstanding debt upon said computer if such should be stolen, destroyed, damaged, become inoperable or conveyed to another party at any time after delivery of said computer to Employee.
8. Employee acknowledges that the county neither guarantees the value of any purchase nor warrants the performance of any equipment or software purchased pursuant to this Agreement. Any claim for defective or inoperable equipment shall be addressed to the vendor and not the county.

SECTION II

1. County agrees to order a computer per the employee's request from the vendor of employee's choice for employee's personal use pursuant to the terms of this Agreement and the county's Personal Computer Use Policy.
2. County will pay up to \$1,250.00 for such a computer, with said amount of payment being considered as a loan from county to employee, and as a debt to be repaid by the employee to the county pursuant to the terms of this Agreement.
3. County will deliver such computer to the employee for his/her personal use upon receipt of the computer from the vendor, with Employee accepting full responsibility for any equipment or software purchased by the county pursuant to this Agreement.
4. County does not guarantee the value of any purchase nor warrant the performance of any equipment or software purchased by the county and delivered to the employee pursuant to this Agreement.

SECTION III

The parties agree that the above two sections comprise the whole of this Agreement and that this Agreement may not be altered or amended except by written and signed agreement of both parties.

SECTION IV

Employee acknowledges and warrants that he/she has entered into this Agreement upon his/her own free will, that he/she has read the Agreement in its entirety and that he/she understands that he/she is bound by the terms of this Agreement.

**THIS AGREEMENT ENTERED INTO BY THE ABOVE NAMED PARTIES THIS
_____ DAY OF _____, 2021.**

EMPLOYEE:

COUNTY:

**Employee Signature
Miami County Employee**

**Rob Roberts, Chairman
Miami County Commission**

Print Name of Employee & Department

FOR ADMINISTRATIVE USE ONLY:

Application approved by HR: _____

Application approved by Procurement: _____

Computer ordered by date _____

Computer-delivered to the employee: date: _____

Computer Loan Total: _____ Terms of Loan _____ mos

**Upon Completion of Computer Release, copies of the contract,
receipt and Procurement Visa Statement will be distributed to:**

HR Payroll Benefits: _____ Date: _____

Finance Director: _____ Date: _____