

RESOLUTION APPROVING THE RENEWAL OF A MAINTENANCE AGREEMENT WITH MICROGRAPHIC TECHNOLOGY SERVICES, INC (MTS) FOR MICROFILM READER/PRINTERS, RECORDER’S OFFICE

WHEREAS, Barbara Schaab, County Recorder, has submitted the following maintenance agreement for the approval of the Board, to-wit:

Provider: Micrographic Technology Services, Inc., 206 Townline Rd., Aurora, Ohio 44202

Microfilm/Microfiche Equipment:

Minolta	RP605Z	Microfilm Printer	\$675.00
Scan Pro	1100	Microfilm Printer/Scanner	\$795.00
Scan Pro	1100	Microfilm Printer/Scanner	\$795.00
Scan Pro	1100	Microfilm Scanner	\$745.00

Cost: \$3,010.00 from Recorder’s Technology Fund

Term: one year, beginning November 26, 2022 ending November 25, 2023; and

WHEREAS, the submitted agreements have been reviewed by the Board and are found to be necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the renewal of said agreements, as outlined above, are approved, in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED that the Vice-President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-448

October 25, 2022

**RESOLUTION APPROVING THE RENEWAL OF A MAINTENANCE AGREEMENT
WITH MICROGRAPHIC TECHNOLOGY SERVICES, INC (MTS) FOR MICROFILM
READER/PRINTERS, RECORDER'S OFFICE**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Absent

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 26th day of November 2022, by and between Micrographic Technology Services, Inc. ("VENDOR") and Ashtabula County Board of Commissioners ("ASHTABULA COUNTY"), for professional and related services to be provided to ASHTABULA COUNTY.

I. SCOPE OF SERVICES

VENDOR shall provide to ASHTABULA COUNTY services as set forth in Exhibit A, "Scope of Services," attached hereto (the "Services"), which upon acceptance by ASHTABULA COUNTY shall be governed by the terms of this agreement.

II. FEES FOR SERVICES

For services provided by VENDOR to ASHTABULA COUNTY pursuant to this Agreement, ASHTABULA COUNTY shall pay VENDOR in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

III. BILLING AND PAYMENT

VENDOR shall submit a monthly statement to ASHTABULA COUNTY setting forth the amount due for services and itemizing amounts due for expenses. ASHTABULA COUNTY shall pay the full amount of such statement within thirty (30) days after receipt.

IV. INDEPENDENT CONTRACTOR

VENDOR shall provide services to ASHTABULA COUNTY as an independent contractor, not as an employee of ASHTABULA COUNTY. VENDOR shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall be for one year from the date set forth above. This Agreement may renew for a term of one additional year at the option of ASHTABULA COUNTY.

VI. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, ASHTABULA COUNTY may terminate this Agreement at any time with or without cause by giving thirty days' written notice to VENDOR.

Upon termination of this Agreement, VENDOR shall have no further obligation to provide services to ASHTABULA COUNTY. If the Agreement is terminated prior to completion of the services to be provided hereunder, VENDOR immediately shall cease incurring project costs and shall render a final bill for services to ASHTABULA COUNTY.

VII. WARRANTY

VENDOR warrants that (a) it and each of its employees, VENDORS and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed in a good, diligent, workmanlike manner in accordance with industry standards.

VIII. INSURANCE

(a) **General Liability Coverage.** VENDOR shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

ASHTABULA COUNTY, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** VENDOR shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Workers' Compensation.** VENDOR shall maintain workers' compensation coverage as required by Ohio law.

(d) **Proof of Insurance.** Prior to the commencement of any work under this Agreement, VENDOR shall furnish the ASHTABULA COUNTY with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to ASHTABULA COUNTY. VENDOR will replace certificates for any insurance expiring prior to completion of work under this Agreement.

IX. LIABILITY

(a) VENDOR shall indemnify and hold harmless ASHTABULA COUNTY, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which VENDOR is determined to be legally liable resulting from negligent acts, errors, or omissions by VENDOR, its directors, officers, agents, and employees in performance of services pursuant to this Agreement.

X. CONFIDENTIALITY

Any information and materials disclosed by or on behalf of ASHTABULA COUNTY to VENDOR in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the VENDOR only for the purpose of this Agreement. Unless required by court order, law or regulation, VENDOR agrees not to disclose the ASHTABULA COUNTY's Confidential Information to third parties except as necessary for the performance of this Agreement and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. This provision shall survive termination of this Agreement.

XI. AMENDMENT

All changes or modifications to this Agreement shall be in writing and signed by both parties.

XII. GOVERNING LAW

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio.

XIII. DISPUTE RESOLUTION

VENDOR and ASHTABULA COUNTY agree to comply with all terms of this Agreement. Should a dispute arise between either party concerning breach of this Agreement, VENDOR and ASHTABULA COUNTY may choose a mediator from the Ashtabula County Bar Association, or from a bar association located within a county adjacent to Ashtabula County. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any dispute between the parties to the extent in which the parties cannot resolve their disputes by mediation.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

XV. MISCELLANEOUS

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives. Any waiver at any time by either party of its rights with respect to a default under this

Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

XVI. NOTICES

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person, sent by United States Mail, First Class postage prepaid, or delivered by commercial delivery service:

To VENDOR: Micrographic Technology Services, Inc.
 206 Townline Road
 Aurora, OH 44202

To ASHTABULA COUNTY:
 Ashtabula County
 25 West Jefferson Street
 Jefferson, Ohio 44047

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

XVII. SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

**BOARD OF COMMISSIONERS OF ASHTABULA COUNTY OR
COUNTY OF ASHTABULA, OHIO:**

By:  Date: 10-25-22

Its: Vice President

MICROGRAPHIC TECHNOLOGY SERVICES, INC.

By:  Date: 10-13-22

Its: Owner

Exhibit A

Scope of Services

Maintenance service will be provided with respect to the annual maintenance charge and equipment specified in Exhibit B. Maintenance service will consist of making necessary service calls during regular business hours after requested by COUNTY and provision and installation of parts for necessary replacement of those which have become broken or worn through normal use.

SERVICES DO NOT INCLUDE REPLACEMENT OF DRUM, FUSER ROLLERS OR SUPPLIES SUCH AS TONER, DEVELOPER OR PAPER, MODIFICATIONS OF THE EQUIPMENT, SHOP RECONDITIONING, OR REPAIRS OR PARTS NECESSARY DUE TO MISUSE, ABUSE, NEGLIGENCE, THEFT, VANDALISM, ELECTRICAL POWER DISTURBANCES, ALTERATION, FIRE, WATER OF OTHER CASUALTY, OR ACTS OF OMISSIONS IN PERFORMANCE. INCLUDING, DAMAGE DUE TO UNAUTHORIZED MOVING OF EQUIPMENT FROM ADDRESS SET FORTH IN THE AGREEMENT.

Exhibit B

Fees for Services

MAKE	MODEL		COUNT	DESCRIPTION	COST
ScanPro	1100		1		795.00
ScanPro	1100		1	Microfilm Scanner with combo carrier	795.00
ScanPro	1100		1	Microfilm Scanner with combo carrier	745.00
Minolta	RP605Z		1	Microfilm Scanner	675.00
				Microfilm Printer	
				Total:	3,010.00

Signature Page

Agreement Title: Professional Services Agreement – Micrographic Technologies, Inc.

Approved as to Legal Form Only:

By:



Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: 10.14 , 2022