

RESOLUTION APPROVING DOCUMENT MANAGEMENT AGREEMENT AND ADDENDUM WITH COMDOC, A XEROX COMPANY FOR COPIER FOR THE ASHTABULA COUNTY TREASURER'S OFFICE

WHEREAS, the Ashtabula County Treasurer has presented the following Document Management Agreement for the approval of the Board, to-wit:

Provider: ComDoc, 3458 Massillon Rd., Uniontown, OH 44685

Term: **60 months** beginning April 25, 2023 to April 25, 2028

Cost: Not to Exceed, \$10,200 (\$170 per month)

Equipment Location: Ashtabula County Treasurer's office, 25 W. Jefferson St., Jefferson, OH 44047

Equipment: Model No. 8145; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement and addendum, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the 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. 2023-222

April 11, 2023

**RESOLUTION APPROVING DOCUMENT MANAGEMENT AGREEMENT AND
ADDENDUM WITH COMDOC, A XEROX COMPANY FOR COPIER FOR THE
ASHTABULA COUNTY TREASURER'S OFFICE**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
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

Document Management Agreement

We have written this Document Management Agreement (the "Agreement") in simple and easy-to-read language because we want you to understand its terms. Please read this Agreement carefully and feel free to ask us any questions you may have about it. We use the words You and Your to mean the customer. The words We, Us and Our refer to ComDoc.

Legal Customer Name		Mailing Address	
Ashtabula County - Treasurer		25 W Jefferson St	
City	County	State	Zip
Jefferson	ASHTABULA CO	OH	44047-1027
Equipment Location, if other than customer's address above		Address	
City	County	State	Zip

Federal Taxpayer ID: 34-6000128

- We agree to provide to You the Equipment listed in 3 below and You promise to pay Us the minimum monthly payment in 2 below according to the following pricing. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set off, counterclaim or deduction of any amounts whatsoever.
- Minimum Monthly Payment: \$170.00 Term of Agreement 60 Months

<p><u>Black Impressions</u></p> <p>Up to <u>0</u> black impressions per month</p> <p>Additional black impressions at \$ <u>0.00450</u> per impression.</p>	<p><u>Color Impressions</u></p> <p>Up to <u>0</u> color impressions per month</p> <p>Additional color impressions at \$ <u>0.04500</u> per impression.</p>
<p><u>Black Managed Print Impressions</u></p> <p>Up to <u>0</u> black MP impressions per month</p> <p>Additional black impressions at \$ <u>0.00000</u> per impression.</p>	<p><u>Color Managed Print Impressions</u></p> <p>Up to <u>0</u> color MP impressions per month</p> <p>Additional color impressions at \$ <u>0.00000</u> per impression.</p>

3. Equipment covered by this Agreement:

(1) 8145

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

SEE ATTACHED SCHEDULE A (Signed by Officer)

If any taxes are due, You agree to pay the tax in addition to Your monthly payment. Payments are due monthly beginning _____ and continue on the same day of each month until fully paid. You agree to pay for the monthly minimum number of impressions at the base charge per impression, even if You produce less than the minimum number of impressions. An impression is defined as a standard 8.5" x 11" print/copy. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name. You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Agreement. We have no obligation to You until We accept this Agreement by signing below. No separate amendments to this contract are valid unless signed by a ComDoc Corporate Officer.

Accepted on: 3/22/2023

X Michael J. Smith
(ComDoc Acceptance)
Director of Leasing

Dated 4-11, 2023

X Casimir Kozlowski
(Customer Acceptance)
Casimir Kozlowski
(Printed Name)
President
(Title)

Document Management Agreement

Customer Name:

Ashtabula County - Treasurer

(Continued from page 1 of 3)

- 4. **Transition Billing:** In order to facilitate a uniform billing cycle, this Agreement will begin within 30 days of the Equipment's installation date ("Effective Date"). You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment will be based on the minimum monthly payment prorated on a 30-day calendar month and will be added to Your first invoice.
- 5. **Additional Impressions:** You agree to notify Us of meter readings upon request. Meters will be reconciled quarterly and You will be billed for any additional impressions based on the additional impression rate. If impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We have the right to invoice estimated meter reads or assigned volumes based on industry benchmarks if actual meter reads are not available.
- 6. **Late Charge:** If any part of a payment is more than 10 days late, You agree to pay a late charge of 10% of the scheduled payment.
- 7. **Automatic Agreement Renewal:** You shall provide Us written notice with Your intention to exercise Your option to return all, but not less than, all of the Equipment covered under this Agreement. The written notice must be received no less than 90 days, but not more than 120 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with paragraph 10. If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-year periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires.
- 8. **Ownership of Equipment:** We are the owner of the Equipment and have title to the Equipment. You agree to keep the Equipment free and clear of all liens and claims.
- 9. **Warranties:** We pass along to You all manufacturer warranties on this Equipment. **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE.** ComDoc shall in no event be liable for any indirect, special or consequential damages or lost profits suffered or claimed to have been suffered by Customer as a consequence of any deficiency or insufficiency therein and/or in any services, supplies or spare parts provided to Customer by ComDoc. ComDoc's liability to Customer, if any, shall in no event exceed the total amount paid to ComDoc hereunder by Customer.
- 10. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any place We designate. You will prepay all expenses of crating and shipping and You will properly insure the shipment.
- 11. **Loss; Damage; Insurance:** You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have US and Our assigns named as lender's loss payable. You also agree to maintain public liability insurance covering both personal injury and property damage and You shall name US and Our assigns as additional insured. You agree to provide US certificates or evidence of insurance acceptable to Us, before this Agreement term begins. If You do not provide Us with acceptable evidence of insurance. We may, but will not be required to either 1) obtain such insurance for You and You will pay Us for the insurance premiums and related charges on which We may make a profit, or 2) We will add a monthly fee as a result of Our administrative costs and credit risk, on which We may make a profit.
- 12. **Indemnity:** You agree to reimburse Us for and to defend Us against any claim for losses or injuries caused by the Equipment. This indemnity obligation will continue even after the termination of this Agreement.
- 13. **Taxes and Fees:** You agree to pay a one-time documentation fee, all sales and use taxes, personal property taxes (including estimated final-year personal property tax) and all other taxes and charges, license and registration fees, relating to the possession or use of the Equipment as part of this Agreement or as billed by Us. You agree that if We pay any taxes or charges on Your behalf, You shall reimburse Us for all such payment. You agree that We have the right to bill applicable personal property taxes on an annual basis, with an administrative fee. You also agree to reimburse Us upon demand for any filing, releasing and associated fees incurred by Us in connection with any UCC financing statements or other filings. We may make a profit on any fees and estimated tax payments.
- 14. **Assignment:** You have no right to sell, transfer, or assign the Equipment or this Agreement. You agree that We may assign this Agreement without notice. If We do assign this Agreement, the new owner will have the same rights and benefits that We have now and ComDoc remains responsible for all of the obligations committed in this Agreement and the assignee is not responsible for such obligations. **You agree not to assert against the new owner, assignee or secured party any claim, defense or right of offset that You may have against Us.**
- 15. **Default:** This Agreement may not be prepaid and is non-cancelable. If You do not pay any payment when due or if You break any of Your promises in this Agreement or any other agreement with Us or You make or have made any false statement or misrepresentation to Us. You will be in default. We agree to provide You with written notice and a 15-day period of time to remedy the situation before exercising this clause. If You default, We can require and You will immediately pay the remaining payments under this Agreement and, at Our option, pay to Us an amount equal to Our residual interest in the Equipment as indicated by Our records or return the Equipment to Us pursuant to Section 10. It is further agreed that Your rights and remedies are governed exclusively by this Agreement. We can also use any of the remedies available to Us under the Uniform Commercial Code. If We refer this Agreement to an attorney for collection, You agree to pay Our reasonable attorney's fees and actual court costs. If We have to take possession of the Equipment, You agree to pay the cost of repossession. You agree that We will not be responsible to pay You any consequential or incidental damages for any default by Us under this Agreement.
- 16. **Other Rights:** You agree that any delay or failure to enforce Our rights under this Agreement does not prevent Us from enforcing any rights at a later time.
- 17. **Finance Lease:** You agree that this Agreement is a Finance Lease under Article 2A of the UCC. To the extent permitted by applicable law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement constitutes a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC-1 financing statement or similar instrument in order to protect Our interest in the Equipment. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing returns associated with any taxes, so long as the filing does not interfere with Your right to use the Equipment.
- 18. **Legal Venue:** This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state of Ohio or the state of its assignee's principal place of business, as elected by Us or Our assignee. You consent to jurisdiction and venue of any state or federal court in Ohio or State of Our assignee's principal place of business, as elected by Us or our assignee, and waive the defense of inconvenient forum. **Both parties agree to waive their right to a jury trial.**
- 19. **Miscellaneous:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart that is marked "Original" and is in our possession shall constitute chattel paper under the UCC. The parties further agree that this Agreement and any related documents hereto may be authenticated by electronic means and You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature and Our original signature (whether affixed by or on behalf of Us) and held by Us will be the sole "original" chattel paper and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms. If any provision of this Agreement is deemed unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
- 20. **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.

Customer Initials

OK

Date

4-11-23

A Merco Company
Document Management Agreement

Customer Name:

Ashtabula County - Treasurer

Our Agreement also covers the following:

- a. Full Maintenance covering all devices identified in Section 3 on Page 1 or Schedule A (hereinafter the "Equipment"). Full maintenance includes all parts, labor, and travel. We can also provide non-hardware related support on a time and material basis.
- b. All Toner/Ink. All supplies We provide are not for resale, and You agree to return to Us any supplies not used. We may charge You a monthly supply freight fee to cover Our costs of shipping supplies to You. Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges.
- c. You agree that this Agreement includes managed print services ("MPS").

Customer Initials

CK

Printers will be identified on Addendum A. In order to add a printer to this Agreement, You will provide Us a printer configuration page which includes the printer model, serial number and current print meter. All like models will be included in this Agreement. If We discover a printer that is not part of this Agreement, You agree to add the printer to this Agreement and begin paying the cost per page (or flat rate, if not networked) in effect from the current meter read. You will notify Us of any additional printers at Your site capable of using toner cartridges that We provide. In the event that a printer model is added, but the model is not a like model, You agree that We can add this printer at the current pricing levels in effect for that particular model.

- d. We will provide, at Your written request, semi-annual printouts of service histories on all Equipment covered by this Agreement to verify that no unit has fallen below the reliability standards specified in this Agreement.
- e. Your minimum monthly payment and overage amount, if any, are defined on page 1 of this Agreement. We may increase Your minimum monthly payment by no more than 5 percent per year, and Your overage amount by no more than 10 percent per year, effective on each anniversary date of the Agreement.
- f. This agreement includes FM Audit software licenses for the term of this Agreement. You agree that if You opt out of utilizing FM Audit You will register and submit monthly meter reads via the ComDoc website at my.comdoc.com.
- g. We provide a thirty (30) day warranty (from the date of install) on professional services performed during the implementation of Your Equipment. During the warranty period there will be no charge for additional onsite support. We will provide additional professional services and support, either in person or remotely, beyond the thirty (30) day warranty on a time and material basis.

Rockford Benson

rkbenson@ashtabulacounty.us

(440)576-3798

IT Resource Name

IT Resource Email

IT Resource Phone Number

- i. If You choose on-site installation, We will charge You \$ _____ for this service. _____ (Customer's Initials)
- j. You acknowledge that this Agreement includes the following software and/or other items and related maintenance and support for the terms indicated below.

<u>Description</u>	<u># of Months Included in Contract</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Any additional software not listed above or maintenance and support beyond the term indicated above are in addition to this Agreement. You will be billed for Software support at the then current rate that is beyond the initial number of months included above until you notify us of support cancellation. If software is included in this agreement, you agree to pay the Minimum Monthly Payment in Section 2 on page 1 of 3 even if the software has not been installed and/or the scope of work has not been completed. Any other professional services and analyst coverage in addition to an initial statement of work and install warranty will be provided on a billable time and material basis.

Customer Initials

CK

Date

4-11-23

Amendment to ComDoc Document Management Agreement
Prepared Exclusively for Equalis Group Participants

This Addendum amends and is made a part of that certain Document Management Agreement ("**Agreement**") between ComDoc and _____ ("**Customer**") effective as of _____, 202____. Capitalized terms used herein but not defined herein shall have the same meaning given to them in the Agreement.

The following terms shall be added to the Agreement:

1. This Addendum is entered into pursuant to the pricing, terms, and conditions established in the Master Agreement between ComDoc, Inc. ("**ComDoc**") and The Cooperative Council of Governments ("**CCOG**"). CCOG negotiated favorable contract terms and conditions with ComDoc for Equalis Group Members; those terms are reflected in this Addendum and are available to Equalis Group Members. In all cases where the terms in this Agreement, as amended, and the terms in the Master Agreement are in conflict, the terms in this Agreement, as amended, shall control.
2. **Page 1, Section 3** of the Agreement. The fifth sentence in the Agreement on Page 1 in **Section 3** is hereby struck and replaced with the following: "You agree that after You sign, We may insert or correct any non-financial information missing on this Agreement, such as Your proper legal name."
3. **Page 2, Section 7** of the Agreement. The language in the Agreement on Page 2 in **Section 7** is hereby struck and replaced with the following: "**7. Automatic Agreement Renewal:** You shall provide us written notice with your intention to exercise your option to return all, but not less than all, of the Equipment covered under this Agreement. The written notice must be received no less than 90 days, but not more than 120 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with section 10. If We have not received written notice from You of Your intention to return the Equipment, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-month periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires."
4. **Page 2, Section 10** of the Agreement. The language in the Agreement on Page 2 in **Section 10** is hereby struck and replaced with the following: "**10. Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any ComDoc location in Ohio We designate. You will not be responsible for all expenses associated with crating, shipping, and insuring the shipment if You enter into a new document management agreement with Us upon the expiration of this Agreement. You will prepay all expenses of crating and shipping equipment that is returned and will properly insure the shipment upon expiration of this Agreement if You do not enter into a new document management agreement with Us upon the expiration of this Agreement for substantially similar equipment and services."
5. **Page 3, Section b** of the Agreement. The language in the Agreement on Page 3 in **Section b** is hereby struck and replaced with the following: "**b. All Toner/Ink.** All supplies We provide are not for resale, and You agree to return to Us any supplies not used. We will not charge You a supply freight fee each time We ship You supplies. Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges."
6. **Page 3, Section e** of the Agreement. The language in the Agreement on Page 3 in **Section e** is hereby struck and replaced with the following: "**e. Escalators.** There will be no per-impression cost increases during the term of this Agreement, as renewed or extended. The per-impression prices quoted in this Agreement will remain the same during the term of the Agreement, as renewed or extended."

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the ComDoc Document Management Agreement on _____, 202__.

ComDoc, Inc.



(Authorized Signature)

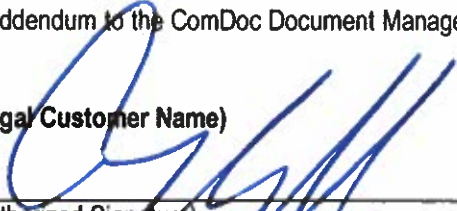
Michael R. French

(Printed Name)

Director of Leasing

(Title)

(Legal Customer Name)



(Authorized Signature)

Casey Kozlowski

(Printed Name)

President

(Title)

ADDENDUM TO DOCUMENT MANAGEMENT AGREEMENT

This Addendum is made a part of that certain Document Management Agreement ("Agreement") between ComDoc, Inc. ("We", "Our" and "Us") and County of Ashtabula ("You" and "Your") executed by You on _____, 2023. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement.

With regards to Section(s):


On page 2, Section 12 — Indemnification shall be removed in its entirety.

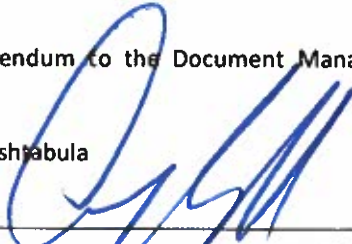
On page 2, a new Section 22 — Non-Appropriation shall be added and read as follows:

22. NON-APPROPRIATION: *If either sufficient funds are not appropriated to make contracted payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate on, and You shall not be obligated to make contracted payments under the Agreement beyond, the last day of 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 contracted payments have been appropriated, 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 contracted 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 Your failure to appropriate funds sufficient for the payment of the contracted payments or (to the extent required by applicable law) this Agreement is not renewed and attach evidence of such non-appropriation, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to You.*

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Document Management Agreement on _____, 2023.


ComDoc, Inc.
By: 
Print Name: MICHAEL R. FREEMAN
Title: DIRECTOR OF LEASING

County of Ashtabula
By: 
Print Name: Caspy Kozlowski
Title: President

Signature Page

Agreement Title: Document Management Agreement between ComDoc and
Ashtabula County Treasurer's Office

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 4.3, 2023

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

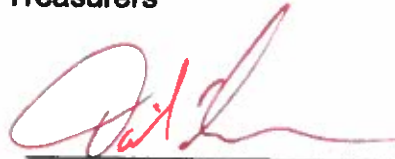
The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

2042.003.100-601 Fund

Not to exceed: \$1,360.00

for year 2023 and free from any previous encumbrances.

Agreement Title: ComDoc Contract at Treasurers



**David Thomas, Ashtabula
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: April 10, 2023