

**RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE BOARD OF ASHTABULA COUNTY COMMISSIONERS AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC FOR EXPENSES INCURRED TO MITIGATE AND PREVENT THE SPREAD OF COVID-19 AND SUPPORT THE PUBLIC HEALTH RESPONSE TO COVID-19 WITH CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)**

WHEREAS, the American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021, to provide additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (CLFRF); and

WHEREAS, The Ashtabula County Board of Commissioners created a separate Local Fiscal Recovery Fund per Resolution 2021-35FINA adopted on June 1, 2021, for the purpose of receiving ARPA monies and to track allocations and expenditures consistent with the requirements of ARPA; and

WHEREAS, the contract with Konica Minolta Business Solutions U.S.A., Inc for the Ashtabula County Clerk of Courts Office has been submitted for approval by the Board of Commissioners in the amount of \$34,912.50 in ARPA funds; and

WHEREAS, in accordance with the terms and conditions of the Contract, ASHTABULA COUNTY desires to pay KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC in the amount of \$34,912.50 ("System Funds") for expenses ASHTABULA COUNTY CLERK OF COURTS incurs to mitigate and prevent the spread of Covid-19 in accordance with ARPA; now

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Ashtabula County:

- 1) That there is hereby established a payment to Konica Minolta Business Solutions U.S.A., Inc to mitigate and prevent the spread of Covid-19 in accordance with the guidelines established by the U. S. Treasury Department.
- 2) The Ashtabula County Board of Commissioners is hereby authorized to process and distribute the CLFRF monies in the amount of \$34,912.50 for the Ashtabula County Clerk of Courts payable to Konica Minolta Business Solutions U.S.A., Inc to mitigate and prevent the spread of Covid-19. There is an ongoing yearly support/service fee that will be paid from the Ashtabula Clerk of Courts General Fund Budget and not ARPA funds.
- 3) Ashtabula County Board of Commissioners has received and approved the contract with Konica Minolta Business Solutions U.S.A., Inc which is the documentation regarding this authorized expenditure to the demonstrate compliance with U.S. Treasury Department guidance for allowable expenses
- 4) This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.
- 5) This resolution shall be in full force and effect from and immediately upon its adoption.

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. 2023-239

April 18, 2023

**RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE BOARD OF ASHTABULA COUNTY COMMISSIONERS AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC FOR EXPENSES INCURRED TO MITIGATE AND PREVENT THE SPREAD OF COVID-19 AND SUPPORT THE PUBLIC HEALTH RESPONSE TO COVID-19 WITH CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

**VOTE:**

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

Aye  
Absent  
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.



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

**Chief Assistant Prosecutor**  
Dawn P. Cortalamesso

**Assistant Prosecutors**  
Michael Angioletti  
Gene Barrett  
Michael Bodyke  
Richard R. Danallo  
Christine Davis  
Christopher R. Fortunato  
Matthew Hebebrand  
Mark Majer  
Daniel Maynard  
Laura Pizmohr  
Tamara A. Wetherholt

**COLLEEN M. O'TOOLE**  
**PROSECUTING ATTORNEY**  
ASHTABULA COUNTY COURTHOUSE  
25 WEST JEFFERSON STREET  
JEFFERSON, OHIO 44047-1092

**Telephone**  
(440) 576-3662  
**Criminal Division Fax**  
(440) 576-3692  
(440) 994-6041  
**Civil Division Fax**  
(440) 576-3600  
(440) 994-6021  
**Children Services Division**  
(440) 998-1811  
**Tax Division**  
(440) 576-3734  
**Victims/Witness Assistance**  
(440) 576-3523  
Stephanie Sagraves  
(440) 576-3223

March 30, 2023

Kateline Lamson  
Senior Project Manager  
Ashtabula County  
25 West Jefferson St.  
Jefferson, OH 44047

re: ARPA Funding Review - Court of Common Pleas Clerk of Courts

**\*\*CONFIDENTIAL ATTORNEY CLIENT PRIVILEGED\*\***

Thank you for your request of a legal opinion in the above matter. You have inquired whether funds from the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established under the American Rescue Plan Act ("ARPA")<sup>1</sup> can be used for the e-Services project (the "Project") proposed by the Ashtabula County Common Pleas Clerk of Courts (the "Clerk"). For the reasons set forth below, SLFRF funds may be used on the Project for purposes of mitigation and prevention of the COVID-19 disease.

**The Clerk of Courts e-Services Project**

On January 31, 2022, the Clerk wrote to the Board of County Commissioners (the "Board") first requesting ARPA funds for an "e-Services technology infrastructure." The e-Services would include but not be limited to: e-Access, e-Citations, E-Delivery, e-Filing, e-Imaging, e-Justice, e-Marriage, e-Notices, e-Payments, e-Reporting, e-Tickets, and e-Warrants. On April 7, 2022, a second letter was received in which the Clerk explained that the Project needed to be expanded to a "county wide Justice Services Technology Infrastructure Renovation." The request included new computers, servers, networking tools, cloud based hosting, websites, training, and IT recovery equipment. The project would ultimately reduce face to face contact, preventing the spread of airborne transmission of the SARS-COV-2 virus as well

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<sup>1</sup> Pub. L. 117-2. <https://www.congress.gov/117/plaws/publ2/PLAW-117publ2.pdf>.

as transmission through tactile surfaces. The project would benefit not only the Clerk's office and the Court of Common Pleas, but the County Court, the Juvenile Court, and Probate Court. On October 12, 2022, an immediate need for backup servers existed and this office informally approved \$14,300 in SRLRF funds for the purchase of such servers from MNJ Technologies Direct, Inc., for the purposes of mitigation and prevention of the COVID-19 disease.

On March 2, 2023, the Board was provided with the most updated breakdown of the project. In addition to the purchase of backup servers, the project includes image reindexing from Konica Minolta, Inc.; Windows upgrades and computers from Dell Technologies, Inc. CourtView 3 software and implementation service project from Courtview Justice Solutions, Inc., a scanner from CDW-G, LLC, and the purchase of a secondary firewall. The Board has preliminary approved \$850,000 for the Project.

### **The American Rescue Plan Act**

ARPA amended Title VI of the Social Security Act (42 U.S.C. 801 *et seq.*) to add sections 602 and 603 to establish the SLRFR.

Sections 602(c)(1)(A) and 603(c)(1)(A) of the Social Security Act establish that recipients may use such funds:

to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

to make necessary investments in water, sewer, or broadband infrastructure.

Pursuant to 31 CFR § 35.6(b)(3)(i) recipients of SLFRF funds may use them for the following purposes:

(A) COVID-19 mitigation and prevention. All such mitigation and prevention measures must be consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including vaccination programs and incentives; testing programs; contact tracing; isolation and quarantine; mitigation and prevention practices in congregate settings; acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment; COVID-19 prevention and treatment expenses for public hospitals or health care facilities, including temporary medical facilities; establishing or enhancing public health data systems; installation and improvement of ventilation systems in

- congregate settings, health facilities, or other public facilities; and assistance to small businesses, nonprofits, or impacted industries to implement mitigation measures;
- (B) Medical expenses related to testing and treating COVID-19 that are provided in a manner consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including emergency medical response expenses, treatment of long-term symptoms or effects of COVID-19, and costs to medical providers or to individuals for testing or treating COVID-19;
- (C) Behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, supports for long-term recovery, and behavioral health facilities and equipment; and
- (D) Preventing and responding to increased violence resulting from the public health emergency, including community violence intervention programs, or responding to increased gun violence resulting from the public health emergency, including payroll and covered benefits associated with community policing strategies; enforcement efforts to reduce gun violence; and investing in technology and equipment

Any use of SLRF funds may not be not grossly disproportionate to the harm caused or exacerbated by the public health emergency of its negative economic impacts. 31 CFR § 35.6(b)(3).

**The Project May Be Funded by SLFRF for Purposes of Preventing and Mitigating COVID-19**

The Clerk has asked that the Project be funded by SLFRF on the basis that it will prevent and mitigate the spread of the COVID-19 disease. The project includes services which would allow for several functions of the Clerk's office to be provided electronically, specifically those services provided as part of the CourtView 3 upgrade. These services would reduce face to face contact, preventing the spread of airborne transmission of the SARS-COV-2 virus as well as transmission through tactile surfaces. According to the Clerk, however, the purchase of the CourtView 3 upgrade would not be possible without the other products and services included in the Project. CourtView 3 includes technology that cannot be maintained with our current computer systems and server space. Therefore, new computers, computer upgrades, and the purchase of additional server space and secondary firewalls are necessary to implement CourtView 3. Further, image reindexing and a new scanner are required to make current hard copies of documents and current electronic files of documents available on CourtView 3. Because the electronic services of this Project would prevent and mitigate COVID-19 and the other products and services are necessary to effectuate the electronic services, the Project as a whole may be funded by SLFRF.

Consequently, the County may provide ARPA funds to the Clerk for the Project for the

purpose of preventing and mitigating COVID-19. Ashtabula County is a beneficiary of the funds. Our office has prepared a series of purchase agreements for this purpose. The agreements include all necessary provisions under the federal Uniform Guidance.

If you have any further questions or concerns, please do not hesitate to contact us through the Ashtabula County Prosecutor Client Matrix portal.

Very truly yours,

COLLEEN M. O'TOOLE  
PROSECUTING ATTORNEY



Matthew J. Hebebrand  
Assistant Prosecutor, Civil Division

Matrix Matter 2022-LRI-0093

**“All legal opinions from this office are fact specific and based upon the current status of the statutes involved. Many factors may cause this opinion to change. Given similar factual situations, the Prosecutor’s Office should be consulted to determine whether a prior opinion is still valid under the law.”**

## AGREEMENT

This AGREEMENT, made this 24<sup>th</sup> day of March, 2023 (the "Effective Date") between Konica Minolta Business Solutions U.S.A., Inc. (the "Seller"), with offices at 100 Williams Drive, Ramsey, New Jersey 07446, and Ashtabula County (the "Purchaser") located at 25 W. Jefferson Street, Jefferson, Ohio 44047 for the purchase of OnBase Data Migration.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

### ARTICLE I THE GOODS

The Seller shall furnish all the products, equipment, and associated parts, labor, and services (collectively called the "Services") as set forth in Exhibit A. In the event of inconsistencies within or between this Agreement and the Exhibits, the Seller shall provide the better quality or greater quantity of Services and shall comply with the more-strict requirement.

### ARTICLE II COMPENSATION AND PAYMENT

- 2.1 The Seller's total compensation for the Services shall be \$34,912.50 (the "Contract Price").
- 2.2 Seller is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Agreement. Seller is responsible for paying federal, state, and local taxes. Seller agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-Sellers shall be required to agree to withhold any such income taxes due for services performed under this Agreement.
- 2.3 The Seller shall submit invoice(s) to the Purchaser for the Services. The Purchaser shall pay the Seller for the Services as set forth in Exhibit B within thirty (30) days of receipt of a full and accurate invoice. The invoice(s) shall be supported by documentation substantiating the Seller's right to payment. The Seller shall supply such additional documentation as the Purchaser may reasonably request in connection with each payment to the Seller. The Seller shall list on the invoice(s) any approved Change Orders processed and performed during the time covered by the invoice(s).
- 2.4 The Purchaser reserves the right to decline to approve any invoice or part thereof, or because of subsequent evidence or inspection, may nullify any previous invoice, in whole or in

part, to such extent as may be necessary in the Purchaser's reasonable opinion to protect the Purchaser from loss because of:

- (a) Defective or nonconforming Services ("Defective Services") not remedied as provided in Article V;
- (b) Damage caused by the Seller;
- (c) Failure to comply with the requirements of Chapter 4115, ORC, if applicable;

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

2.5 The making of final payment by the Purchaser shall constitute a waiver of all claims by the Purchaser except those arising after termination of this Agreement and the following:

- (a) Defective Services;
- (b) Outstanding liens;
- (c) Failure of the Seller to comply with any warranties or guarantees.

The acceptance of final payment by the Seller shall constitute a waiver of all claims against the Purchaser except those that the Seller has previously made in writing in accordance with Article VIII and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

### ARTICLE III SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to deliver the Services within the time limit specified herein. Performance of Services is contingent on Purchaser meeting its responsibilities described in Exhibit A.

In the event that the Services are not completed within the time limit aforesaid and Seller fails to cure such delay within thirty (30) business days from receipt of Purchaser's notice of such delay, the Seller shall reimburse the Purchaser an amount equal to the Purchaser's costs for and expenses of replacement goods and services provided by or for the Purchaser after the expiration of the aforesaid time limit, and until completion and acceptance of the Services. Such amounts shall be deducted from the partial or final payments to be allowed the Seller.

The Purchaser may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the Purchaser of any other rights provided for under this Agreement, and shall not operate to release any Surety from any bond obligations.

#### ARTICLE IV CHANGES

The Purchaser, through its representative, the Ashtabula County Clerk of Courts ("Purchaser's Representative"), without invalidating the Agreement, may order changes in the Services consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article III and revisions regarding compatibility with other providers. To the extent the time of performance or the Contract Price is affected, the Agreement may be equitably adjusted by Change Order signed by both Parties in accordance with this Article.

The Seller shall not proceed with any change in the Services without the required written authorization. If the Seller believes that any item is not required by Exhibit A, the Seller shall obtain a Change Order before proceeding with such item. Except as provided in Article VIII, failure to obtain such a Change Order shall constitute a waiver by the Seller of any Claim for additional compensation for such item.

#### ARTICLE V WARRANTIES

In addition to any other warranties, guarantees, or obligations as set forth in Exhibit A and applicable as a matter of law, the Seller warrants and guarantees that:

- The Purchaser will have good title to the Services and all materials and equipment incorporated into the Services will be new;
- The Services and all materials and equipment incorporated into the Services will be free from all defects, including any defects in workmanship or materials;
- The Services and all equipment incorporated into the Services will be fit for the purpose for which intended, as such purpose is set forth herein;
- The Services and all materials and equipment incorporated into the Services will be merchantable; and,
- The Services and all materials and equipment incorporated into the Services will conform in all respects to the Plans and Specifications.

ARTICLE VI  
INSURANCE AND INDEMNIFICATION

- 6.1 The Seller shall maintain insurance as set forth below:
- (a) **General Liability Coverage.** Seller shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

Purchaser shall be included as additional insured with respect to all activities under this Agreement.

- (b) **Automobile Liability Coverage.** Seller 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.** Seller shall maintain workers' compensation coverage as required by Ohio law.

Prior to the commencement of any work under this Agreement, Seller shall furnish the Purchaser with properly executed certificates of insurance for all insurance required by this Agreement. Seller agrees that its insurance policies and certificates shall contain standard cancellation language. Should any of the referenced policies be canceled prior to the expiration thereof, notification shall be provided in accordance with policy provision and by Seller's insurance broker(s). Seller will replace certificates for any insurance expiring prior to completion of work under this Agreement.

6.2 To the maximum extent permitted by law, the Seller shall indemnify and hold harmless the Purchaser and the Purchaser's consultants, agents, and employees from and against all third party claims, damages, losses, and expenses, including but not limited to reasonable attorneys' and consultants' fees, arising out of or related to the Seller's performance of the Services including but not limited to the failure of the Seller to perform its obligations under this Agreement, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Services itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Seller to perform in accordance with this Agreement, and/or claims related to the removal, handling, or use of any hazardous materials.

6.3 The Purchaser's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Purchaser be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the Purchaser without a new Auditor's certificate.

**ARTICLE VII**  
**TERMINATION**

7.1 The Purchaser may, in its discretion and without cause, by written notice to the Seller terminate this Agreement for the Purchaser's convenience with thirty (30) days' prior written notice.

If this Agreement is terminated without cause and for the Purchaser's convenience and there exists no event of the Seller's default, as defined in this Agreement, the Purchaser will pay the Seller for Services performed under this Agreement up to the date the notice of termination is received by the Seller at the rates for Services performed under this Agreement.

If this Agreement is terminated without cause for the Purchaser's convenience and there exists an event of the Seller's default, as defined in this Agreement, the Seller shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

7.2 If either Party breaches any of its obligations under this Agreement, the non-breaching Party must send the breaching Party written notice of the breach. That notice shall also specify the nature of the breach with reasonable detail so that the breaching Party may cure the breach. Unless the breaching Party cures the breach (i.e., by taking at least those reasonable actions required by the notice) and notifies the non-breaching Party of the cure within thirty (30) business days from receipt of the non-breaching Party's notice, the non-breaching Party shall have the right to terminate the affected Services at any time after the thirty (30) business day period by giving notice of termination to the breaching Party. The termination shall be effective upon receipt of the termination notice by the breaching Party, but the termination shall not operate to extinguish or prejudice the other rights and remedies of the non-breaching Party with respect to the breach. However, if the breaching Party has cured the breach and given notice of the cure to the non-breaching Party before it receives the termination notice, the termination notice shall have no effect, and this Agreement shall remain in effect unless sooner terminated pursuant to this Article.

Upon a final determination, by a court of competent jurisdiction, that any such termination by Purchaser pursuant to this Section was improper, the termination shall be deemed a termination for convenience.

**ARTICLE VIII**  
**DISPUTE RESOLUTION**

8.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated

representatives of Seller and Purchaser shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) business days, the Dispute shall be referred within two (2) business days of the lapse of the fifteen (15) business day period to the responsible senior management of each Party for resolution. Neither Party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) business days to resolve the Dispute following referral of the Dispute to them.

8.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the Parties to the extent in which the Parties cannot resolve their disputes within a reasonable amount of time. This Agreement does not prohibit the Parties from seeking mediation before litigation.

8.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

ARTICLE IX  
MISCELLANEOUS

9.1 No modification or waiver of any of the terms of this Agreement shall be effective against a Party unless set forth in writing and signed by or on behalf of a Party, which in the case of the Purchaser shall require the signature of the Purchaser's Representative. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement, constitute the waiver or modification of any such terms. The Parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this Section.

9.2 The Seller may not assign this Agreement without the written consent of the Purchaser, which the Purchaser may withhold in its sole discretion.

9.3 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the Parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each Party hereby expressly consents to the jurisdiction of such court.

9.4 Notices, requests, or demands by either Party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Purchaser, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Service

Director," and, in the case of the Seller, addressed to its address/FAX number set forth at the beginning of this Agreement. Either Party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

9.5 The Parties acknowledge that each Party has reviewed this Agreement and the other contract documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, the other contract documents, or any amendments or exhibits to it or them.

9.6 If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the Parties as indicated by any such stricken term or provision.


9.7 The Seller, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Services. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

9.8 Seller agrees that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, no Seller, subcontractor, or any person acting on a Seller's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the Services to which the employment relates. Seller further agrees that neither it, its subcontractors, or any person on the Seller's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of Services under the Agreement on account of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Seller by the Purchaser under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Purchaser and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this Section of this Agreement.

9.9 This Agreement constitute the entire agreement between the Parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

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

Ashtabula County:

By:  Date: 4/5/23  
Its: APRIL DANIELS, CLERK of COURTS

Konica Minolta Business Solutions U.S.A., Inc.:

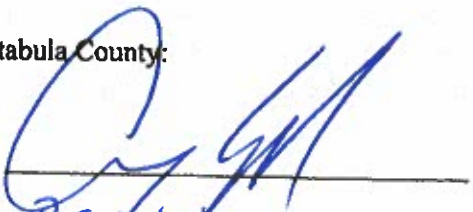
By: DocuSigned by:  Date: March 28, 2023  
9F39D8AEB88A4FA...  
Its: Ron Thompson, Jr.  
vice President, IIM

Approved as to Legal Form:

\_\_\_\_\_ Date: \_\_\_\_\_  
Colleen M. O'Toole,  
Ashtabula County Prosecutor

9.9 This Agreement constitute the entire agreement between the Parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

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

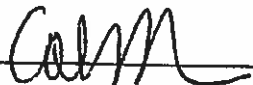
Ashtabula County:  
By:   
Its: President

Date: 4-18-23

Konica Minolta Business Solutions U.S.A., Inc.:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Legal Form:

  
\_\_\_\_\_  
Colleen M. O'Toole,  
Ashtabula County Prosecutor

Date: 3-28-23

## EXHIBIT A

### Scope

Seller professional services will create a solution to generate an export file which contains metadata for all Court documents in the OnBase database. This export file will contain document keywords, as well as page information and full path to the file where it resides currently within the OnBase diskgroup folder on the Purchaser file server.

Once the .CSV file has been generated, it will be made available in a folder location for the court management team to import into the Purchaser imaging environment, and update the system with the data contained in the export file to allow retrieval of the document within the Purchaser imaging environment.

### Seller's Responsibilities Include:

- Configure a process to export all of the required document metadata, for all courts documents to a location specified by Purchaser in a format as determined by Purchaser.
- Export file will provide the metadata fields in the following order:
  - Case Number
  - DocketID
  - Filing Date (Document Date)
  - OnBase Document Type Name
  - Number of Pages
  - Full Path to File
  - Document Handle
    - To be included if there are multiple of the same OnBase document type for the same Case Number/Docket ID)
- Export file will be pipe-delimited (“|”)
- Work with Purchaser IT and its case management team to ensure data format is valid for import into Purchaser’s case management system.
- Export process monitoring and debugging;
- Provide documentation on the OnBase export process.

### Purchaser's Responsibilities Include:

- Provide remote access to OnBase to Seller staff.
- Provide access to subject matter experts as needed to Seller staff.
- Management and execution of user acceptance testing.
- Import of exported OnBase metadata into Purchaser imaging environment
- Contact Seller once the case management system is in production

### **Project Assumptions:**

This scope is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- This project will start upon contract approval. The initial project kickoff will occur within the lead times specified in the Key Dates section of this document.
- Once Seller has fulfilled the items outlined in "Seller" section above, there may be a period of time where the project will be paused while Purchaser completes Go-Live for the Equivant system in Production, prior to initiating UAT Acceptance period.
- Purchaser will contact Seller once the Equivant system is in Production; and at that time Seller will schedule the project kickoff based on current project lead times (typically 2 - 4 weeks). • Upon project re-initiation, Purchaser will initiate their UAT testing phase of the data migration process.
- Documents will remain in the existing OnBase diskgroup folder location.
- Purchaser will provide the Courtview/Showcase IDMS service account access to the existing folder location where the OnBase images reside.
- All files contained in the OnBase diskgroup are image file format;
- Day forward imports into Courtview/Showcase IDMS will not be stored in the existing OnBase disk group folder location;
- Keywords/Metadata in OnBase are all single instance keywords, not associated with keyword groups
- Each Docket ID is unique per OnBase Document Type. There should not be an instance where there are multiple of the same OnBase Document Type for a particular Docket ID.
  - There will be no conversion of data or document file types performed by Seller.
  - Seller is not responsible for the installation and configuration of third-party software;
  - Any Additional OnBase configuration outside of this scope listed above would require a change order.
- There will be no Custom Development, any custom development would require an approved change order.
- Seller will use remote support tools for the configuration and testing during this project
- Seller and purchaser will work together to unit test the developed solution in the respective environments
- Seller and Purchaser will work together to define the development and implementation schedule, tasks and resource planning
- All development will be performed on the test system and migrated to the production system upon UAT Sign Off
- This project assumes a UAT period of 2 weeks once the project has been re-initiated. Any delay, or extension of this schedule may result in a change order.

### **Implementation Plan**

Seller has developed a high-level project rollout schedule for projection purposes based upon the information acquired during the sales process. This schedule will be finalized as a part of the project engagement.

### **Key Dates/Schedule**

Project Kickoff: 3-5 weeks following Contract Execution  
Target Go-Live: December 31, 2023

Once the Agreement has been executed and a Purchase Order (if necessary) has been received, the Implementation Process identified above will be initiated with development of a formal project plan and schedule. This should take one to two weeks, and a formal plan will be cooperatively developed as a part of the project initiation phase, depending on resource availability. It is very important for both organizations to understand that starts and stops in the Implementation Process are very costly. Working together to develop a workable plan that will ensure a smooth process is critical to the overall success of the project.

**Change Management Process**

The Purchaser or Seller may request a change to the scope of the Professional Services to be rendered in a Scope of Work. If such a change is requested by either party, Seller will inform Purchaser in writing if such change would result in a change in fees or other costs to Purchaser or a change in the implementation schedule for the Professional Services, as well as any other material impact such change could reasonably be expected to have on the Professional Services.

**EXHIBIT B**

Seller shall send an invoice and Purchaser shall pay according to the following payment schedule:

<u>Professional Services Milestones</u>	<u>Milestone Payment Project</u>
Kick-off Meeting	\$8,728.13
50% of OnBase document information exported	\$20,456.25
Solution Go-Live Acceptance	\$8,728.13

Professional Services Total Cost: \$37,912.50

Seller's payment milestones are defined as:

Milestone	Acceptance Criteria
<b>Project Kick-off Meeting</b>	<p>Seller will conduct a project kickoff meeting including appropriate Purchaser and Seller personnel</p> <p><b>Acceptance Criteria:</b> Conclusion of the project kickoff meeting</p>
<b>50% of OnBase document information exported</b>	<p>The Seller and Purchaser team will export documents from OnBase to be imported into the Purchaser imaging environment and will report to the project manager when 50% of the document information has been exported.</p> <p><b>Acceptance Criteria:</b> 50% of document information has been exported from OnBase.</p>
<b>Solution Go-Live Acceptance</b>	<p>The Seller project team will support the solution for 3 days after the solution is deployed in production.</p> <p><b>Acceptance Criteria:</b> Signed Project Acceptance Document to be executed 3 days following solution production deployment</p>

**EXHIBIT C**  
**ASHTABULA COUNTY**  
**ADDENDUM**  
**for Contracts Paid for with ARPA funds**

This Addendum is hereby incorporated into the Agreement (the "Agreement") between Ashtabula County (the "County") and Konica Minolta Business Solutions U.S.A., Inc. (the "Contractor" or "Vendor") dated March 1, 2023. Whereas funds from the Coronavirus Local Fiscal Recovery Fund under the American Rescue Plan Act ("ARPA") may be used pursuant to this Agreement, the Parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

**A. SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF THE COUNTY.**

**1.1 SUSPENSION FOR THE CONVENIENCE OF THE COUNTY.**

1.1.1 The County may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County may determine.

1.1.2 An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 2% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

**1.2 TERMINATION FOR THE CONVENIENCE OF THE COUNTY.**

1.2.1 The County may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the County's convenience.

1.2.2 Upon receipt of a written notice from the County terminating this Agreement without cause and for the County's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the County, in which case the Contractor shall take the action directed by the County, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the County, terminate all agreements with Subcontractors and suppliers.

1.2.3 If this Agreement is terminated without cause and for the County's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the County will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 2% on the Work performed up to the date of termination.

1.2.4 If this Agreement is terminated without cause for the County's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

1.2.5 The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

## B. ADDITIONAL CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Contractor certifies the following:

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as

well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### Record Retention Requirements (2 CFR § 200.334)

Vendors certify that during the term of the Agreement, Vendors will comply with the record retention requirements detailed in 2 CFR § 200.334. The Vendors further certify that all records will be retained as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### Domestic Preferences for Procurements (2 CFR § 200.322)

As appropriate and to the extent consistent with law, Vendors will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

#### Recovered Materials (2 CFR § 200.323)

Vendors agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

#### Access to Records (2 CFR § 200.337)

Vendors agree that duly authorized representatives of the federal awarding agency shall have access to any books, documents, papers and records of Vendors that are directly pertinent to Vendors' discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendors' personnel for the purpose of interview and discussion relating to such documents.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)**

Neither Vendors nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**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:

2003.010.710-601.0010 not to exceed \$34,912.50

for the remainder of the year 2023 and free from any previous encumbrances.

Agreement Title: Konica Minolta Business Solutions U.S.A., Inc agreement with Commissioner's.

A handwritten signature in blue ink, appearing to read "David Thomas", is written over a horizontal line.

**David Thomas, Ashtabula  
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: April 18, 2023

