

RESOLUTION APPROVING COPIER PURCHASE FOR 2023 COM DOC FOR THE PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, the Planning and Development Department has presented the following agreement for the approval of the Board, to-wit:

Provider: Com Doc, 3458 Massillon Rd., Uniontown, OH 44685

Term: Upon signing

Cost: Not to Exceed \$9095

Equipment Location: Ashtabula County Planning and Development office, 25 W. Jefferson St., Jefferson, OH 44047

Equipment: Altalink C8135T2 Copier; 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. 2023-555

November 07, 2023

**RESOLUTION APPROVING COPIER PURCHASE FOR 2023 COM DOC FOR THE
PLANNING AND DEVELOPMENT DEPARTMENT**

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

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

BILL TO			SALES & SERVICE AGREEMENT			SHIP TO		
CUSTOMER NAME Ashtabula County - Planning and Development			CUSTOMER NAME Ashtabula County - Planning and Development					
ADDRESS 25 W Jefferson St			ADDRESS 25 W Jefferson St					
CITY, STATE ZIP Jefferson, OH 44047-1027			CITY, STATE ZIP Jefferson, OH 44047-1027					
BILL TO CONTACT PERSON Jake Brand	BILL TO PHONE NUMBER (440)576-3825	BILL TO EMAIL jabrand@ashtabulacounty.us	SHIP TO CONTACT PERSON Jake Brand	SHIP TO PHONE NUMBER (440)576-3825	SHIP TO EMAIL jabrand@ashtabulacounty.us			
SALESPERSON Andy Peretic	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20255183	SERVICE CONTRACT CONTRACT #	<input checked="" type="checkbox"/> New	MPS CONTRACT CONTRACT #			
CASH AMOUNT		SERVICE PAYMENT			MPS PAYMENT			
\$9,095.00		\$0.00 Monthly			N/A			
TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

PRODUCTS						
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	SERVICE POOL	PRICE	TOTAL PRICE
1	AltaLink C8135T2	25 W Jefferson St	AltaLink C8135T2 with Office Finisher (OFC-81), 1 Line Fax (FAX-1LINE), Envelope Tray Feed Kit - Replaces Tray 1; holds up to 50 envelopes (ENVLPTTR)	Service Pool# 1	\$6,988.00	\$6,988.00
1	Coverbind CBPF440 PAPER FOLDER	25 W Jefferson St	Coverbind CBPF440 PAPER FOLDER	N/A	\$1,553.00	\$1,553.00
1	Spiral Binding Freight	25 W Jefferson St	Spiral Binding Freight	N/A	\$81.00	\$81.00
1	Spiral BINDING INSTALL AND TRAINING	25 W Jefferson St	Spiral BINDING INSTALL AND TRAINING	N/A	\$473.00	\$473.00

<input type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)	<input checked="" type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM	SUBTOTAL	\$9,095.00
NOTE / ADJUSTMENT DETAILS The Service/MPS Escalation Rate is 0%.		SPECIAL SERVICES FEES	
		OTHER ADJUSTMENTS	

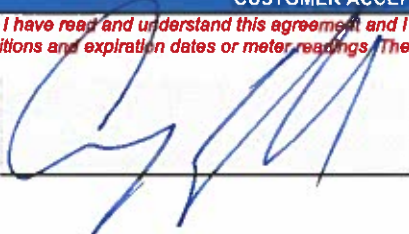

CONTRACT TYPE		EFFECTIVE DATES		TRANSACTION TYPE
<input checked="" type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	TERM IN MONTHS	60 Months	Actual start date based on delivery or lease commencement.
<input type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE ONLY	PROPOSED START DATE		

CONTRACT TERMS			NOTES
SERVICE	MPS	All parts, labor, drums and supplies; excluding paper and staples	Service and Supply Program set according to Equalis Group Parameters and AC County tiered programs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All parts and labor, including drums; excluding supplies, paper, and staples	
<input type="checkbox"/>	<input type="checkbox"/>	Includes other (Indicate)	

CONTRACT RATES			INCLUDED IN LEASE PAYMENT				<input type="checkbox"/> SERVICE	<input type="checkbox"/> MPS	
POOL #	BW VOL.	BW OVG. RATE	CLR VOL.	CLR OVG. RATE	CLR XL VOL.	CLR XL OVG. RATE	PAYMENT	BASE FRQNCY	OVG. FRQNCY
Service Pool# 1	0	\$0.00450	0	\$0.04500	n/a	n/a	\$0.00	Monthly	Quarterly

REMOTE SERVICE TECHNOLOGY <input type="checkbox"/> XDA/XDM <input checked="" type="checkbox"/> FM AUDIT <input type="checkbox"/> DECLINE	PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON Rockford Benson	TECH PHONE # (440)576-3798	TECH EMAIL rkbenson@ashtabulacounty.us	METER CONTACT PERSON Kindra Siegert
		METER PHONE # (440) 576-3708	METER EMAIL ksiegert@ashtabulacounty.us

Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per coverage billing cycle should customer decline meter and supply technology app installation.			
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	TOTAL PRICE

CUSTOMER ACCEPTANCE	
By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.	
AUTHORIZED CUSTOMER SIGNATURE:	TITLE: President
	

→  **Initials**

SIGNER'S NAME (PRINTED):

Casey Kozlowski

DATE:

11-7-23

COMPANY SALES:

DATE:


Initials
CK

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.
2. **Scope.** This Agreement may be executed for:
 - a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or
 - b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or
 - c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.
4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.
5. **Meter, Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.
6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.
7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for herein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.
8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.
9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.
10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.


Initials

13. **INTELLECTUAL PROPERTY.**

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.

14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.

15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

17. **Default Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.


19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.

20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.

21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.

23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of OH (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.



Initials



Removal/Disposal Agreement

We, Ashtabula County – Planning and Development authorize ComDoc Inc. to remove and dispose of the equipment listed below. The acceptance of this agreement relieves ComDoc Inc. of any financial obligation(s) in conjunction with the named machines.

Model

Canon C3525i - A6895

Serial

WSE04486


ComDoc Inc. Acceptance:

Signature

Printed Name

Date

Customer Acceptance:


25 W. Jefferson St., Jefferson, OH 44027
Customer Address

440-576-3750
Contact Phone


Signature

Casey Kozlowski
Printed Name

President
Title

11-7-23
Date

Amendment to ComDoc Sales & Service Agreement Prepared Exclusively for Equalis Group Members

This amendment ("**Amendment**") amends and is made a part of that certain Sales & Service Agreement ("**Agreement**") between ComDoc and Ashtabula County – Planning and Development ("**Customer**") effective as of, 2023. 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. **Paragraph 4** of the Agreement. The following language in **Paragraph 4** of the Agreement relating to ComDoc billing customers for supplies is hereby struck in its entirety:

"Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products."

The following language is inserted in place of the struck language:

"Customer will not be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products."

3. **Paragraph 7** of the Agreement. The first sentence of **Paragraph 7** is hereby struck in its entirety and replaced with the following:

Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing thirty (30) days prior to its expiration, this Agreement shall automatically renew for succeeding one-month periods commencing at the expiration of the original term.

4. **Paragraph 7** of the Agreement. The following language in **Paragraph 7** relating to the definition of a Print/Copy is hereby struck in its entirety:

"A Print/Copy is defined as standard 8.5"x11" copy."

The following language is inserted in place of the struck language:

"A Print/Copy is defined as a standard copy up to 11"x17", including but not limited to envelopes, labels, 8.5"x11" letter, 8.5"x14" legal, and 11"x17" copies."

5. **Paragraph 7** of the Agreement. The following language in **Paragraph 7** relating to increasing the Base Charge and/or the Overage Rates annually is hereby struck in its entirety:

"Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%."

The following language is inserted in place of the struck language:

"Your Base Charge and Overage Rates are fixed as stated on the Cover Page of this Agreement and will not be increased during the term of this Agreement, as renewed or extended."

6. **Paragraph 17** of the Agreement. The following language in **Paragraph 17** relating the advance payment for future Services is hereby struck in its entirety: "including Supplies".

7. **Paragraph 20** of the Agreement. "To the extent permitted by law," is hereby added to the beginning of the first sentence of **Paragraph 20**.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "redlined" 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 managed print services transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Managed Printer Services Agreement on Nov. 7, 2023.

ComDoc, Inc.

Ashtabula County – Planning and Development

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Handwritten signature of Casey Kozlowski
Casey Kozlowski
President

ADDENDUM TO SALES AND SERVICE AGREEMENT

This Addendum is made a part of that certain Sales and Service Agreement (“Agreement”) between ComDoc, Inc. (“We”, “Our” and “Us”) and Ashtabula County – Planning and development (“You” and “Your”) executed by Customer on Nov. 7, 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 3, Section 20 – Indemnification shall be removed in its entirety.

On page 3, a new Section 24 – Non-Appropriation shall be added and read as follows “24. 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. 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 Sales and Service Agreement as of the signing of this Addendum.

ComDoc, Inc.

By: _____

Title: _____

↘ Ashtabula County – Planning and development

By:  _____

Title: President _____

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 year 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:

NWS 2701.511.533-650.0120 not to exceed \$ 9,095.00

Agreement Title: 2023 Com Doc – Planning and Development Altalink C8135T2 Copier

Between: Com Doc and Ashtabula County Commissioners



David Thomas
Ashtabula County Auditor

Date:

9/28/23

Ashtabula County Data Board

25 W Jefferson St
Jefferson OH 44047
(440) 576-3798 (Voice)
(440) 576-3798 (Fax)

To: Planning and Community Services
cc: Ashtabula County Data Board
Date: 9/28/2023
Re: Purchase Approval for Items Costing Less Than \$ 15,000

Dear Jake,

We have reviewed your request for the following item(s) and find they are compatible with Ashtabula County's network infrastructure:

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	AltaLink C8135T2	\$6,988.00	\$6,988.00
1	Coverbind CBPF440	\$1,553.00	\$1,553.00
1	Spiral Binding Freight	\$81.00	\$81.00
1	Spiral BINDING INSTALL AND TRAINING	\$473.00	\$473.00

The funding, not to exceed \$9,095.00, should come from Planning and Community Services funds.

This is not an approval for purchase. Please attach a copy of this Data Board Approval memo if you submit your purchase requisition to the Commissioners and when you submit your invoice for payment.

Should you have any questions, please call me at extension 3798.

Thank you,



Rockford K. Benson
Chief Information Officer

RESOLUTION APPROVING COPIER PURCHASE FOR 2023 COM DOC FOR THE PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, the Planning and Development Department has presented the following agreement for the approval of the Board, to-wit:

Provider: Com Doc, 3458 Massillon Rd., Uniontown, OH 44685

Term: Upon signing

Cost: Not to Exceed \$9095

Equipment Location: Ashtabula County Planning and Development office, 25 W. Jefferson St., Jefferson, OH 44047

Equipment: Altalink C8135T2 Copier; 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. 2023-555

November 07, 2023

**RESOLUTION APPROVING COPIER PURCHASE FOR 2023 COM DOC FOR THE
PLANNING AND DEVELOPMENT DEPARTMENT**

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

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

BILL TO				SALES & SERVICE AGREEMENT				SHIP TO	
CUSTOMER NAME Ashtabula County - Planning and Development				CUSTOMER NAME Ashtabula County - Planning and Development					
ADDRESS 25 W Jefferson St				ADDRESS 25 W Jefferson St					
CITY, STATE ZIP Jefferson, OH 44047-1027				CITY, STATE ZIP Jefferson, OH 44047-1027					
BILL TO CONTACT PERSON Jake Brand	BILL TO PHONE NUMBER (440)576-3825	BILL TO EMAIL jabrand@ashtabulacounty.us		SHIP TO CONTACT PERSON Jake Brand	SHIP TO PHONE NUMBER (440)576-3825	SHIP TO EMAIL jabrand@ashtabulacounty.us			
SALESPERSON Andy Peretic	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20255183		SERVICE CONTRACT CONTRACT #	<input checked="" type="checkbox"/> New	MPS CONTRACT CONTRACT #	<input type="checkbox"/>		
CASH AMOUNT \$9,095.00			SERVICE PAYMENT \$0.00 Monthly			MPS PAYMENT N/A			
TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE									

PRODUCTS						
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	SERVICE POOL	PRICE	TOTAL PRICE
1	AltaLink C8135T2	25 W Jefferson St	AltaLink C8135T2 with Office Finisher (OFC-81), 1 Line Fax (FAX-1LINE), Envelope Tray Feed Kit - Replaces Tray 1; holds up to 50 envelopes (ENVLPT)	Service Pool# 1	\$6,988.00	\$6,988.00
1	Coverbind CBPF440 PAPER FOLDER	25 W Jefferson St	Coverbind CBPF440 PAPER FOLDER	N/A	\$1,553.00	\$1,553.00
1	Spiral Binding Freight	25 W Jefferson St	Spiral Binding Freight	N/A	\$81.00	\$81.00
1	Spiral BINDING INSTALL AND TRAINING	25 W Jefferson St	Spiral BINDING INSTALL AND TRAINING	N/A	\$473.00	\$473.00

<input type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)	<input checked="" type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM	SUBTOTAL	\$9,095.00
NOTE / ADJUSTMENT DETAILS The Service/MPS Escalation Rate is 0%.		SPECIAL SERVICES FEES	
		OTHER ADJUSTMENTS	

CONTRACT TYPE		EFFECTIVE DATES		TRANSACTION TYPE
<input checked="" type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	TERM IN MONTHS	60 Months	Actual start date based on delivery or lease commencement.
<input type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE ONLY	PROPOSED START DATE		

CONTRACT TERMS			NOTES
SERVICE	MPS	All parts, labor, drums and supplies; excluding paper and staples	Service and Supply Program set according to Equalis Group Parameters and AC County tiered programs.
<input type="checkbox"/>	<input type="checkbox"/>	All parts and labor, including drums; excluding supplies, paper, and staples	
<input type="checkbox"/>	<input type="checkbox"/>	Includes other (indicate)	

CONTRACT RATES				INCLUDED IN LEASE PAYMENT				<input type="checkbox"/> SERVICE	<input type="checkbox"/> MPS
POOL #	BW VOL.	BW OVG. RATE	CLR VOL.	CLR OVG. RATE	CLR XL VOL.	CLR XL OVG. RATE	PAYMENT	BASE FRONCY	OVG. FRONCY
Service Pool# 1	0	\$0.00450	0	\$0.04500	n/a	n/a	\$0.00	Monthly	Quarterly

REMOTE SERVICE TECHNOLOGY <input type="checkbox"/> XDA/XDM <input checked="" type="checkbox"/> FM AUDIT <input type="checkbox"/> DECLINE	PRIMARY METER CONTACT				
TECHNOLOGY CONTACT PERSON Rockford Benson	TECH PHONE # (440)576-3788	TECH EMAIL rkbenson@ashtabulacounty.us	METER CONTACT PERSON Kindra Siegert	METER PHONE # (440) 576-3706	METER EMAIL ksiegert@ashtabulacounty.us

Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per average billing cycle should customer decline meter and supply technology app installation.				
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	SEE SOW FOR DETAILS	TOTAL PRICE

CUSTOMER ACCEPTANCE	
<p><i>By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.</i></p>	
AUTHORIZED CUSTOMER SIGNATURE: 	TITLE: <u>President</u>

 **Initials**



SIGNER'S NAME (PRINTED):

Casey Kozlowski

DATE:

11-7-23

COMPANY SALES:

AK



DATE:

11-8-23

 **Initials**
AK
AK

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.
2. **Scope.** This Agreement may be executed for:
 - a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or
 - b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor for the terms and conditions of the lease; or
 - c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.
4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement; (c) relocation; (d) software or connected hardware; (e) hard drive replacement; (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.
5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.
6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.
7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.
8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.
9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.
10. **Limited License to Use Software.** Company grants (and is authorized by its licensor(s) to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Customer will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.


Initials


13. **INTELLECTUAL PROPERTY.**

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.

14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.

15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.

20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.

21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.

23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of OH (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

 A handwritten signature in blue ink, possibly 'CJL', with the word 'Initiale' written next to it. Below the signature are the initials 'RP' also in blue ink. A red arrow points to the signature.



Removal/Disposal Agreement

We, Ashtabula County – Planning and Development authorize ComDoc Inc. to remove and dispose of the equipment listed below. The acceptance of this agreement relieves ComDoc Inc. of any financial obligation(s) in conjunction with the named machines.

Model

Canon C3525i - A6895

Serial

WSE04486

ComDoc Inc. Acceptance:



Signature

Andy Peretie

Printed Name

11-8-23

Date



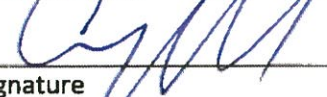
Customer Acceptance:

25 W. Jefferson St., Jefferson, OH 44027

Customer Address

440-576-3750

Contact Phone



Signature

Casey Kozlowski

Printed Name

President

Title

11-7-23

Date

Amendment to ComDoc Sales & Service Agreement Prepared Exclusively for Equalis Group Members

This amendment ("**Amendment**") amends and is made a part of that certain Sales & Service Agreement ("**Agreement**") between ComDoc and Ashtabula County – Planning and Development ("**Customer**") effective as of, 2023. 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. **Paragraph 4** of the Agreement. The following language in **Paragraph 4** of the Agreement relating to ComDoc billing customers for supplies is hereby struck in its entirety:

"Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products."

The following language is inserted in place of the struck language:

"Customer will not be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products."

3. **Paragraph 7** of the Agreement. The first sentence of **Paragraph 7** is hereby struck in its entirety and replaced with the following:

Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing thirty (30) days prior to its expiration, this Agreement shall automatically renew for succeeding one-month periods commencing at the expiration of the original term.

4. **Paragraph 7** of the Agreement. The following language in **Paragraph 7** relating to the definition of a Print/Copy is hereby struck in its entirety:

"A Print/Copy is defined as standard 8.5"x11" copy."

The following language is inserted in place of the struck language:

"A Print/Copy is defined as a standard copy up to 11"x17", including but not limited to envelopes, labels, 8.5"x11" letter, 8.5"x14" legal, and 11"x17" copies."

5. **Paragraph 7** of the Agreement. The following language in **Paragraph 7** relating to increasing the Base Charge and/or the Overage Rates annually is hereby struck in its entirety:

"Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%."

The following language is inserted in place of the struck language:

"Your Base Charge and Overage Rates are fixed as stated on the Cover Page of this Agreement and will not be increased during the term of this Agreement, as renewed or extended."


- 6. Paragraph 17 of the Agreement. The following language in Paragraph 17 relating the advance payment for future Services is hereby struck in its entirety: "including Supplies".

- 7. Paragraph 20 of the Agreement. "To the extent permitted by law," is hereby added to the beginning of the first sentence of Paragraph 20.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "redlined" 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 managed print services transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Managed Printer Services Agreement on Nov. 7, 2023.

ComDoc, Inc.

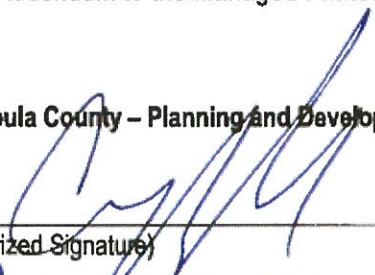


(Authorized Signature)
Andy Peretic

(Printed Name)
Major Account Manager

(Title)

Ashtabula County – Planning and Development



(Authorized Signature)
Casey Kozlowski

(Printed Name)
President

(Title)

ADDENDUM TO SALES AND SERVICE AGREEMENT

This Addendum is made a part of that certain Sales and Service Agreement ("Agreement") between ComDoc, Inc. ("We", "Our" and "Us") and Ashtabula County – Planning and development ("You" and "Your") executed by Customer on Nov. 7, 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 3, Section 20 – Indemnification shall be removed in its entirety.

On page 3, a new Section 24 – Non-Appropriation shall be added and read as follows "24. 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. 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 Sales and Service Agreement as of the signing of this Addendum.

ComDoc, Inc.

By: [Signature]

Title: Major Account Manager

Ashtabula County – Planning and development

By: [Signature]

Title: President

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 year 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:

NWS 2701.511.533-650.0120 not to exceed \$ 9,095.00

Agreement Title: 2023 Com Doc – Planning and Development Altalink C8135T2
Copier

Between: Com Doc and Ashtabula County Commissioners



David Thomas
Ashtabula County Auditor

Date: 9/28/23

Ashtabula County Data Board

25 W Jefferson St
Jefferson OH 44047
(440) 576-3798 (Voice)
(440) 576-3798 (Fax)

To: Planning and Community Services
cc: Ashtabula County Data Board
Date: 9/28/2023
Re: Purchase Approval for Items Costing Less Than \$ 15,000

Dear Jake,

We have reviewed your request for the following item(s) and find they are compatible with Ashtabula County's network infrastructure:

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	AltaLink C8135T2	\$6,988.00	\$6,988.00
1	Coverbind CBPF440	\$1,553.00	\$1,553.00
1	Spiral Binding Freight	\$81.00	\$81.00
1	Spiral BINDING INSTALL AND TRAINING	\$473.00	\$473.00

The funding, not to exceed \$9,095.00, should come from Planning and Community Services funds.

This is not an approval for purchase. Please attach a copy of this Data Board Approval memo if you submit your purchase requisition to the Commissioners and when you submit your invoice for payment.

Should you have any questions, please call me at extension 3798.

Thank you,




Rockford K. Benson
Chief Information Officer

Signature Page

Agreement Title: **Sales and Service Agreement between Ashtabula County and ComDoc, Inc. for the Ashtabula County Department of Planning and Development**

Approved as to Legal Form Only:

By:  _____
Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: _____, 2022