

RESOLUTION AUTHORIZING AMENDMENT TO KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. AND ASHTABULA COUNTY AUDITOR'S OFFICE

WHEREAS, David Thomas, Ashtabula County Auditor, has presented an amendment for the approval of the Board, to-wit:

GRANTOR: Konica Minolta Business Solutions U.S.A., Inc., Ramsey, New Jersey

PURPOSE: An amendment to the current contract to reflect changes to Section 1.4 of Exhibit A of Master Agreement.

WHEREAS, the amendment has been reviewed and it is found that such an amendment would be desirable and is necessary; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the amendment between Ashtabula County Auditor and Konica Minolta Business Solutions be made in accordance with a copy of said amendment 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. 2023-496

October 03, 2023

RESOLUTION AUTHORIZING AMENDMENT TO KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. AND ASHTABULA COUNTY AUDITOR'S OFFICE

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

AMENDMENT

This Amendment to the Order Agreement (“Agreement”) dated August 15, 2023 is entered between Ashtabula County (“County”) and Konica Minolta Business Solutions U.S.A., Inc. (“Vendor”). The County and Vendor are sometimes collectively referred to herein as the “Parties” and individually as a “Party.

Pursuant to Section 1.4 of Exhibit A of Master Agreement between Vendor and Region 4 Education Service Center dated June 1, 2020, the Parties agree to the amend the Agreement as follows:

1. The County’s total liability under the Agreement shall be limited to the amount set forth in the Auditor’s certificate accompanying the Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No change or additional schedule to the Agreement shall be effective against the County without a new Auditor’s certificate and an amendment signed by both Parties.
2. The County shall have no obligation to indemnify, defend, or hold harmless Vendor, its affiliates, officers, directors or employees in regard to any claim or legal action arising under this Agreement. Vendor agrees to indemnify, defend, and hold harmless the County and all of its respective officials, employees, representatives, servants, volunteers, successors, assigns, and agents from any liability , asserted by a third party claim, to the extent proximately caused as determined by a court of competent jurisdiction in a final adjudication by Vendor’s negligence or greater culpability in the performance of the Vendor, its officers, employees, and agents obligations under the Agreement. Vendor’s indemnification obligations under this section are conditioned upon the County: (i) promptly notifying the Vendor of any claim in writing; (ii) cooperating with the Vendor in the defense of the claim; and (iii) granting the Vendor sole control of the defense and settlement of the claim, provided any settlement that would impose any monetary or injunctive obligation upon the County shall be subject to County’s prior written approval
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 County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between any provision of this Amendment and the Agreement, the provisions of this Amendment shall take precedence.

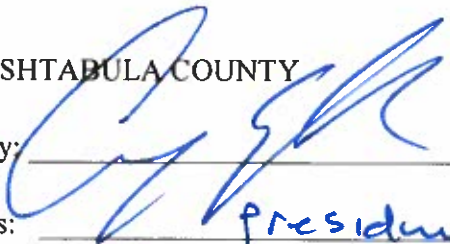
Agreed upon and accepted by:

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

By: _____ Date: _____

Its: _____

ASHTABULA COUNTY

By:  _____
Its: president

Date: 9/28/23

Approved as to Legal Form Only:

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

Date: _____

2023-CON-0119

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:

2014.002.100-601.0005 Contract Services Copier/Lease fund

Not to exceed: \$ 1,194.36

for year 2023 and free from any previous encumbrances.

Agreement Title: Konica Minolta Copier lease and contract for the Auditor's office.



**David Thomas, Ashtabula
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: September 28, 2023