

RESOLUTION APPROVING THE RENEWAL OF A MAINTENANCE AGREEMENT WITH MICROGRAPHIC TECHNOLOGY SERVICES, INC (MTS) FOR MICROFILM SCANNERS, CLERK OF COURT’S OFFICE

WHEREAS, April Daniels, Ashtabula County Clerk of Courts, has submitted the following maintenance agreement for the approval of the Board, to-wit:

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

Microfilm/Microfiche Equipment:

| | | | |
|----------|------|---------------------------|----------|
| Scan Pro | 3000 | Microfilm Printer/Scanner | \$795.00 |
| Scan Pro | 3000 | Microfilm Printer/Scanner | \$795.00 |

Cost: **Not to Exceed,** \$1,590.00 from Clerk of Court’s Funds

Term: one year, beginning retroactive January 1, 2024 ending December 31, 2024, with a one-year renewal option; and

WHEREAS, the submitted agreement has been reviewed by the Board and is found to be necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the renewal of said agreement, as outlined 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. 2024-84

February 06, 2024

**RESOLUTION APPROVING THE RENEWAL OF A MAINTENANCE AGREEMENT
WITH MICROGRAPHIC TECHNOLOGY SERVICES, INC (MTS) FOR MICROFILM
SCANNERS, CLERK OF COURT'S OFFICE**

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

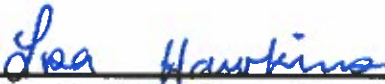
VOTE:

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

**Aye
Aye
Absent**

CERTIFICATE OF CLERK

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



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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 1st day of January 2024, by and between Micrographic Technology Services, Inc. ("VENDOR") and Ashtabula County Clerk of Courts ("ASHTABULA COUNTY"), for professional and related services to be provided to ASHTABULA COUNTY.

I. SCOPE OF SERVICES

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

II. FEES FOR SERVICES

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

III. BILLING AND PAYMENT

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

IV. INDEPENDENT CONTRACTOR

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

V. TERM

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

VI. TERMINATION OF AGREEMENT

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

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

VII. WARRANTY

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

VIII. INSURANCE

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

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

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

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

(d) **Professional Liability.** **VENDOR** shall maintain professional errors and omissions liability insurance with a limit of not less than \$2,000,000 each occurrence.

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

IX. LIABILITY

(a) **VENDOR** shall indemnify and hold harmless **ASHTABULA COUNTY**, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which **VENDOR** is determined to be legally liable resulting from

negligent acts, errors, or omissions by VENDOR, its directors, officers, agents, and employees in performance of services pursuant to this Agreement.

X. CONFIDENTIALITY

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

XI. AMENDMENT

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

XII. GOVERNING LAW

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

XIII. DISPUTE RESOLUTION

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

XIV. ENTIRE AGREEMENT

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

XV. MISCELLANEOUS

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

XVI. NOTICES

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

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

To ASHTABULA COUNTY:
 Ashtabula County
 Attn: Ashtabula County Clerk of Courts
 25 West Jefferson Street
 Jefferson, Ohio 44047


With a copy to: Ashtabula County
Attn: Ashtabula County Prosecutor's Office
25 West Jefferson Street
Jefferson, Ohio 44047

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


XVII. SIGNATURE CLAUSE

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

COUNTY OF ASHTABULA, OHIO:

By:  Date: 1/12/24
Its: Ashtabula County Clerk of Courts

MICROGRAPHIC TECHNOLOGY SERVICES, INC.

By:  Date: 12-28-2023
Its: Micrographic Technology Services INC

Approved as to legal form only:



Colleen M. O'Toole
Ashtabula County Prosecutor
MCS 1/2/24
Matrix Matter No. 2023-CON 0224

Exhibit A

Scope of Services

Maintenance service will be provided with respect to the annual maintenance charge and equipment specified in Exhibit B. Maintenance service will consist of making necessary service calls during regular business hours after requested by COUNTY and provision and installation of parts for necessary replacement of those which have become broken or worn through normal use. VENDOR guarantees immediate response on all service calls placed; seven days a week, twenty-four hours a day.

This maintenance agreement also covers:

- Glass/Mirrors/Screens
- Roll film carriers
- Interface cable/board
- Routine maintenance
- PC boards
- Software updates & upgrades
- Relocation of equipment
- On-site service & training
- Phone support

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

Exhibit B

Fees for Services

| MAKE | MODEL | S.N. | COUNT | DESCRIPTION | COST |
|---------|-------|------|-------|-------------------|------------|
| ScanPro | 3000 | | | Microfilm Scanner | \$795.00 |
| ScanPro | 3000 | | | Microfilm Scanner | \$795.00 |
| | | | | Total: | \$1,590.00 |

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 2024, 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:

1001.010.100-601 Contract Services

Not to exceed: \$20,500.00 for Micrographic Technology Services Inc. for year 2024 and free from any previous encumbrances.

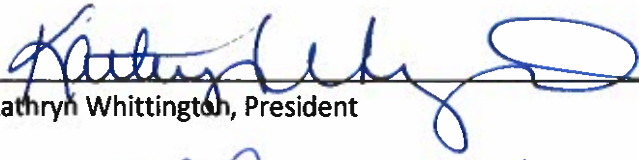
Agreement Title: Micrographic Technology Services Inc. - agreements for Microfilm Scanner Maintenance, Digital Conversion, Records Destruction.



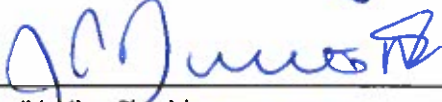
**David Thomas, Ashtabula
County Auditor**

Contact: April Daniels, Clerk of Courts

Date: January 24, 2024



Kathryn Whittington, President



J. P. Ducro IV, Vice-President

Casey Kozlowski, Commissioner

Date: 2-6-24