

RESOLUTION APPROVING AGREEMENT WITH GREAT LAKES COMPUTER CORPORATION FOR HARDWARE MAINTENANCE, IT SERVICES

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

Scope: Hardware Maintenance for four (4) Dell R740, with Serial Numbers G7BRK93

Provider: Great Lakes Computer Corporation, 33675 Lear Industrial Parkway, Avon, OH 44011

Cost: **Not to Exceed:** \$45 per covered equipment for a total of: \$2,160.00

Term: retroactive to February 1, 2024 and ending January 31, 2025; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement 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. 2024-101

February 15, 2024

RESOLUTION APPROVING AGREEMENT WITH GREAT LAKES COMPUTER CORPORATION FOR HARDWARE MAINTENANCE, IT SERVICES

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

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

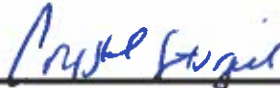
Aye

Casey R. Kozlowski

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.



Crystal Sturgill, Clerk of the Board, *Acting*
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT

This AGREEMENT, made this 1st day of February, 2024 (the "Effective Date") between Great Lakes Computer Corporation (the "Seller"), with offices at 33675 Lear Industrial Parkway, Avon, OH 44011, and the Ashtabula County Board of Commissioners (the "Purchaser") located at 25 West Jefferson Street, Jefferson, OH 44047 on behalf of the Ashtabula County Data Board for the purchase of hardware maintenance services.

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

ARTICLE I THE SERVICES

The Seller shall furnish all the products, equipment, and associated parts, labor, and services (collectively called the "Services") as set forth in Exhibit A. In the event of inconsistencies within or between this Agreement and the Exhibits, the Seller shall provide the better quality or greater quantity of Services and shall comply with the more-strict requirement. Seller shall provide the Services for a term commencing February 1, 2024 and ending January 31, 2025.

ARTICLE II COMPENSATION AND PAYMENT

- 2.1 The Seller's total compensation for the Services shall be \$2,160.00 (the "Contract Price").
- 2.2 Seller is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Seller is responsible for paying federal, state, and local taxes. Seller agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-Sellers shall be required to agree to withhold any such income taxes due for services performed under this Contract.
- 2.3 The Seller shall submit invoice(s) to the Purchaser for the Services. The Purchaser shall pay the Seller for the Services as set forth in Exhibit B within thirty (30) days of receipt of a full and accurate invoice. The invoice(s) shall be supported by documentation substantiating the Seller's right to payment. The Seller shall supply such additional documentation as the Purchaser may request in connection with each payment to the Seller. The Seller shall list on the invoice(s) any approved Change Orders processed and performed during the time covered by the invoice(s).
- 2.4 The Purchaser reserves the right to decline to approve any invoice or part thereof, or because of subsequent evidence or inspection, may nullify any previous invoice, in whole or in

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

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

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

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

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

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

ARTICLE III SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to deliver the Services within the time limit specified herein.

In the event that the Services is not completed within the time limit aforesaid, the Seller shall reimburse the Purchaser an amount equal to the Purchaser's costs for and expenses of replacement Services and services provided by or for the Purchaser after the expiration of the aforesaid time limit, and until completion and acceptance of the Services. Such amounts shall be deducted from the partial or final payments to be allowed the Seller.

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

ARTICLE IV
CHANGES

The Purchaser, without invalidating the Agreement, may order changes in the Services consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article III. To the extent the time of performance or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

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

ARTICLE V
WARRANTIES

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

- The Seller has sufficient training, expertise, staffing and experience to professionally provide the Services.
- The Purchaser will have good title to any materials and equipment incorporated into the Services and any such materials and equipment all will be new;
- The Services and all materials and equipment incorporated into the Services will be free from all defects, including any defects in workmanship or materials;
- The Services and all equipment incorporated into the Services will be fit for the purpose for which intended; and,
- The Services and all materials and equipment incorporated into the Services will be merchantable.

Upon notice of the breach of any of the warranties or guarantees, the Seller, in addition to any other requirements set forth herein, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Purchaser and, except when an extension of time is granted in writing by the Purchaser, correct such breach and damage to the satisfaction of the Purchaser within thirty (30) days of such notice; provided that if

such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Seller fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Purchaser, upon written notice to the Seller and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Seller upon written notice from the Purchaser shall pay the Purchaser, within ten (10) days after the date of such notice, all of the Purchaser's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Purchaser's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Seller shall survive the final payment and/or termination of this Agreement. If the Seller fails to pay the Purchaser any amounts due under this Section, the Seller shall pay the Purchaser, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

6.1 The Seller shall maintain insurance as set forth below:

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

Purchaser and its employees shall be named as additional insureds with respect to all activities under this Agreement.

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

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

Prior to the commencement of any work under this Agreement, Seller shall furnish the Seller 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 Seller. Purchaser will replace certificates for any insurance expiring prior to completion of work under this Agreement.

6.2 To the maximum extent permitted by law, the Seller shall indemnify and hold harmless the Purchaser and the Purchaser's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by Purchaser or a third-party—arising out of or related to the Seller's performance of the Services including but not limited to the failure of the Seller to perform its obligations under this Agreement, any claims for bodily injury, sickness,

disease, or death or to injury to or destruction of or loss of use of real or personal property including the Services itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Seller to perform in accordance with this Agreement, and/or claims related to the removal, handling, or use of any hazardous materials. The Purchaser may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Seller under this Agreement.

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

ARTICLE VII TERMINATION

7.1 Intentionally Omitted.

7.2 If the Purchaser determines that the Seller has failed to prosecute the Services with the necessary force or in a timely manner, or has refused to remedy any Defective Services, the Purchaser's Representative shall notify the Seller of such failure or refusal. The Seller shall begin to cure such failure or refusal within five (5) days of receipt of the notice.

If the Seller fails to cure such failure or refusal within thirty (30) days of receipt of the notice, the Purchaser may terminate the Contract and supply the materials or such part of either as is appropriate, and may remove Defective Services.

If the Seller is so terminated, the Seller shall not be entitled to any further payment. If the Purchaser completes the Services and if the cost of completing the Services exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the Purchaser, or the Purchaser as a result of the termination, such excess shall be paid by the Seller.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 7.2.

ARTICLE VIII DISPUTE RESOLUTION

8.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Seller and Purchaser shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

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

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

ARTICLE IX MISCELLANEOUS

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

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

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

9.4 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Purchaser, addressed to the address number set forth at the beginning of this Agreement with a copy sent to the Ashtabula County Prosecutor's Office, 25 West Jefferson Street, Jefferson, OH 44047, and, in the case of the Seller, addressed to its address number set forth at the beginning of this Agreement. Any party may change its address number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; or upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail.

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

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

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

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



Colleen M. O'Toole,
Ashtabula County Prosecutor

Date: 2.7.24


money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

9.9 Any information and materials disclosed by or on behalf of ASHTABULA COUNTY to CONSULTANT in connection with this Agreement that is reasonably considered to be confidential (“Confidential Information”) should be kept in confidence and used by the CONSULTANT only for the purpose of this Agreement. Unless required by court order, law or regulation, CONSULTANT 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.

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


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

Great Lakes Computer Corporation:

By: 
Its: PRESIDENT

Date: 2/1/2024

Ashtabula County Board of Commissioners:

By: 
Its: President

Date: 2-15-24

Approved as to Legal Form:

EXHIBIT A

Scope of Services

Maintenance Services

Seller agrees to provide remedial maintenance for specific items of Equipment shown in Exhibit B utilizing the type of service then offered by Seller for such Equipment. The types of service available for each type of Equipment will be determined by Seller, and the Purchaser will select one of the available types of service for each item of Equipment, which will be indicated on the face of the Addendum. The Purchaser may subsequently select another available type of service upon thirty (30) days' prior written notice to Seller. Seller reserves the right to conduct an Equipment / site inspection prior to assumption of on-site maintenance service responsibility hereunder to determine if the Equipment is acceptable for Seller on-site maintenance service, it shall be the Purchaser's responsibility, and cost, to correct outstanding deficiencies preventing acceptance of such Equipment. Failures within the first 30 days may be considered preexisting and billable unless an inspection has been conducted of the equipment. Individual Equipment maintenance, under the terms of this Agreement, will be made available on-site, within the geographical confines of Seller's then existing Serviceable Areas. In the event that any item of Equipment being maintained under the terms and conditions of this Agreement is moved from one Seller Serviceable Area to another Seller Serviceable Area, Seller will continue to maintain the Equipment at the new location, if: Such Equipment is installed by Seller; or Seller has conducted an inspection after installation of new location and Seller accepts such Equipment for maintenance service under this Agreement.

Accessibility and Hours of Coverage

If the maintenance service is to be provided on-site, it shall be made available during the hours of maintenance service availability as set forth in Exhibit B; however, maintenance service supplied hereunder excludes Saturdays, Sundays, and legal holidays unless otherwise agreed upon and specifically identified in Exhibit B. The on-site monthly maintenance charges, described herein entitle the Purchaser to weekday on-site maintenance service availability during the period of nine (9) consecutive hours between the hours of 8:00 A.M. and 5:00 P.M. daily, Monday through Friday, except legal holidays as observed by Seller, referred to hereinafter as Seller's normal working hours. The Purchaser may select, for an additional charge, on Equipment for which Seller offers such service, optional hours of on-site maintenance service availability as shown in Exhibit B, which are in addition to the hours available for the on-site monthly maintenance charge, however, such optional period(s) shall also exclude legal holidays and must include Seller's normal working hours. All Equipment at a single location shall have a common period of on-site maintenance service availability unless specifically agreed otherwise by Seller and the Purchaser herein. On-site maintenance service will include unscheduled on-call remedial maintenance. Maintenance provided on-site will include preventive maintenance, based upon the specific needs of the individual item of Equipment as determined by Seller. Maintenance service

will include lubrication, adjustments, and will also include replacement of maintenance parts deemed necessary by Seller. In the event maintenance parts are included, they may or may not be manufactured by the original Equipment manufacturer, may be altered by Seller to enhance maintainability, and, may be new, reconditioned or used. If maintenance parts are to be provided by Seller, they are done so on an exchange basis, and the exchanged parts will become the property of Seller. Seller shall have the right to provide a like kind replacement for any Machine(s). Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment.

Access the Equipment

If maintenance service hereunder is to be furnished on-site, Purchaser will provide Seller with full and free access to the Equipment under maintenance service and a safe place in which to perform such service. If persons other than Seller's Field Engineers repair, modify, or perform any maintenance on any item of Equipment covered by this Agreement, and as a result thereof, any service by Seller, associated with good operating condition and Seller's serviceable condition, such service will be made at the applicable Seller hourly rates and terms then in effect. Seller further agrees that when using any equipment or items provided by the Purchaser, Seller will operate said equipment or property in a safe and proper manner; that when entering the real property or premises owned, leased, or occupied by the Purchaser, or using the Purchaser's equipment, it will further hold the Purchaser and all of its respective officials, employees, representatives, servants, volunteers, successors, assigns, and agents harmless from any injuries, liabilities, or damages which arise out of the use or misuse of said equipment or property or which occur while upon said real property or premises.

Exclusions

The following services (inclusive of replacement of maintenance parts) are outside the scope of Seller maintenance service to be provided hereunder, as applicable: electrical work external to the Equipment; repair of damage or increase in service time due to any cause external to the Equipment adversely affecting its operability or serviceability which shall include but not be limited to; fire flood, water, wind, lightning and transportation, or due to neglect or misuse; repair of damage or increase in service time caused by failure to continually provide a suitable installation environment including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or Purchaser's improper use, management or supervision of the Equipment, including, without limitation, the use of supplies that do not conform to the manufacturer's standards, disc packs and cartridges; repair or replacement work or increase in service time as a result of damage or loss resulting from accident, casualty, transportation, neglect misuse or abuse, damage resulting from improper packing and/or failure to follow prescribed shipping instruction; repair of damage or increase in service time caused by the use of the Equipment for purposes other than for which it is designed; furnishing platens, missing parts, supplies or accessories, consumables such as cache or CMOS batteries, painting or refinishing the machines or furnishing material therefor, making specification changes or performing services connected with relocation of Equipment, or adding or removing approved

accessories, attachments or other devices except as set forth herein; and service calls required to restore an item of Equipment to good operating condition, if resulting from persons other than Seller's field engineers repairing, modifying, or performing any maintenance service on any item of Equipment. Printhead replacement (if included in your contract) is limited to one per calendar year. The replacement of maintenance parts such as cathode ray tubes is limited to failure of such parts and does not include such occurrences as burnt phosphor of the CRT screen. In the event the Equipment covered by this Agreement involves the handling of currency, the cash drawer or other compartment(s) containing currency must be removed by Purchaser prior to Seller commencing service.

EXHIBIT B

Effective Date	Vendor Name	Vendor Part #	Serial Number	Hours of Service	Location	Monthly Charge
2/1/2024	Dell	R740	G7BRK93	8x5xNBD	Jefferson, OH	\$45.00
2/1/2024	Dell	R740	G7BRK93	8x5xNBD	Jefferson, OH	\$45.00
2/1/2024	Dell	R740	G7BRK93	8x5xNBD	Jefferson, OH	\$45.00
2/1/2024	Dell	R740	G7BRK93	8x5xNBD	Jefferson, OH	\$45.00