

**RESOLUTION APPROVING COPIER PURCHASE AND COST PER IMAGE AGREEMENT WITH MAVERICKS OFFICE SOLUTIONS, INC. FOR COPIER LOCATED AT THE ASHTABULA COUNTY LAW LIBRARY**

WHEREAS, the Ashtabula County Law Library is in need of a new copier and Shara Parkomaki, Law Librarian, has presented the following agreement for the approval of the Ashtabula County Board of Commissioners, to-wit:

**Provider:** Mavericks Office Solutions Inc., 7855 Division Drive, Mentor, OH 44060

**Term:** 24 months beginning upon signing

**Cost:** Not to Exceed, \$5,214.67 plus \$15 per month and \$0.007 mono and .0055 color copy charges

**Equipment:** Xerox VersaLink B7125 Mono Copier

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the copier purchase and Cost Per Image agreement, as noted above, are approved in accordance with the copies 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. 2025-267**

**June 03, 2025**

**RESOLUTION APPROVING COPIER PURCHASE AND COST PER IMAGE  
AGREEMENT WITH MAVERICKS OFFICE SOLUTIONS, INC. FOR COPIER  
LOCATED AT THE ASHTABULA COUNTY LAW LIBRARY**

**Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.**

**VOTE:**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**Kathryn L. Whittington**

**Aye**

**CERTIFICATE OF CLERK**

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



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



# Xerox VersaLink B7125

Ashtabula County Law Library

**Shara Parkomaki**

shparkomaki@ashtabulacounty.us  
440-576-3690

Reference: 20250514-142240197

Quote created: May 14, 2025

Quote expires: June 13, 2025

Quote created by: Kurt Stafford

Account Executive

kstafford@mavericksofficesolutions.com

+14403055514 ext 1010

## Comments from Kurt Stafford

### Service Agreement Rates:

Color Prints included N/A

Mono Prints Included 0

Color Cost Per Page Rate N/A

Mono Cost Per Page Rate 0.007

## Products & Services

Item & Description	Quantity	Unit Price	Total
Xerox VersaLink B7125 Mono Copier (Stand) DADF, Standard 2 Trays, Stand	1	\$3,993.59	\$3,993.59
1 Line Fax Kit + Ifax	1	\$534.49	\$534.49
Common Access Card Reader & Enablement Kit With SIPRNET Reader Enablement Kit	1	\$286.5915	\$286.59
Professional Delivery, Installations, & Set-Up	1	\$400.00	\$400.00
		One-time subtotal	\$5,214.67
		<b>Total</b>	<b>\$5,214.67</b>

## Purchase terms

### Prepayment required at the time of order.

Payments accepted: ACH, Credit Card, Check

## Signature

Choose a profile to start the e-signature process.

**Shara Parkomaki**

shparkomaki@ashtabulacounty.us

## Questions? Contact me



Kurt Stafford

Account Executive

kstafford@mavericksofficesolutions.com

+14403055514 ext 1010

Mavericks Office Solutions Inc.

7855 Division Drive

Mentor, OH 44060

United States



# Cost Per Image Agreement

<b>CUSTOMER</b> (hereinafter referred to as "You" or "Your")		Agreement No.		
Full Legal Name Ashtabula County Law Library				
Address	City	State	Zip	County
25 West Jefferson St.	Jefferson	OH	44047	Ashtabula
<b>Provider</b> (hereinafter referred to as "We" or "Us")				
Name		City	State	
Mavericks Office Solutions		Mentor	Ohio	

**Program Summary** (Details listed in Attached Schedule A):

Minimum Monthly Payment = \$ \$15.00 per Location

with Excess Per Image Charge **AND EITHER**  By Group OR  Consolidated

OR  See attached Mono = \$ 0.007 Color 0.055

No Minimum Monthly Payment

w/ only Excess Per Image Charge **AND EITHER**  By Device OR  By Group OR  Consolidated

See Attached Mono = \$      Color = \$     

**SERVICES OFFERED:** We agree to provide toner cartridges, along with data collection service, supplies management, proactive service error monitoring, help desk support, service Break/Fix, and quarterly environment reporting under this Cost Per Image Agreement. Further information on Service Management details are attached to this document. Existing equipment, along with Cost Per Image pricing, is listed in Schedule A and / or B. A "Fit for Service" evaluation will be performed on all equipment after 30 days of monitoring has been completed, equipment not meeting the "Fit for Service" criteria will appear on the attached schedule C. (See attached service level agreement)

**IMAGE CHARGES:** Payments are due monthly, beginning the date the Agreement is initiated (as noted by the Agreement date below) or any later date designated by Us (see "Transitional Billing" section below) and will continue the same day of each following month until fully paid. You are entitled to make the total number of images reflected in the Monthly Image Allowance shown on in Schedule B each month (if consolidated), or the monthly amount Image Allowance Per Machine or Group (if not consolidated). If You use more than the applicable Allowance(s) in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. You agree that We may proportionally increase Your Per Image Charges at any time if Our estimated average page coverage is exceeded in any month during the term of this Agreement. In addition to the foregoing, You agree that effective on each/any anniversary of this Agreement, We may annually increase both the Minimum Monthly Payment and the Excess Per Image Charge by amounts determined in Our discretion, but not to exceed ten percent (10%) of the then current payment and/or charge in each year.

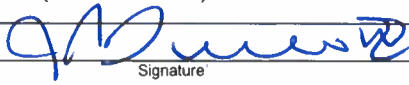
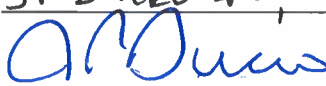
**TRANSITIONAL BILLING:** If We designate as the Agreement commencement date or effective date a date which is later than the date the Agreement is/was initiated (as noted by the Agreement Date below), then You shall pay Us an interim payment for each day, from the date the Agreement is/was initiated until the commencement date, equal to the minimum monthly payment divided by 30. If this Cost Per Image Agreement has no minimum monthly amount (as designated in Schedule B), we will bill you for actual pages printed from the Agreement initiation date until the designated commencement date.

**GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION:** This Agreement and each Schedule shall be governed by the laws of the State of Ohio. YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT LOCATED IN OHIO. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT OF A TRIAL BY JURY.

**LATE FEES:** If any amount payable to Us is not paid when due, You will pay Us a late charge equal to 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, whichever is less.

**AGREEMENT PERIOD:** This agreement is for a period of 24 months from the date of signature and is cancelable by either party with thirty days written notice. Contract will automatically renew if not canceled 30 days prior to 12 months after start date. PLEASE NOTE: Discounts associated with this program can only be guaranteed for the length of this original agreement. The minimum agreement length is 12 months.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE ATTACHED PAGES AND ATTACHED SCHEDULES B and C, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

<b>Provider:</b> (As Stated Above)		<b>CUSTOMER:</b> (As Stated Above)	
By: _____ Signature	Date Accepted: _____	By: <u>X</u>  Signature	Date: <u>6-3-15</u>
Print Name & Title: <u>Kurt Stafford – Sales Manager</u>		Print Name & Title: <u>JP Duceo Jr, President</u>	
Requested Contract Start Date: _____			

Ashtabula County Commissioners  
25 West Jefferson Street  
Jefferson, OH 44047 1092

# Cost Per Image Agreement



- I. **Service Level Agreement:** The charges stated in the Agreement include Coverage for maintenance (from 8 a.m. to 5 p.m. local time, except weekends and holidays ("Regular Service Hours"), inspection, adjustment and parts replacement for proper operation, and toner for Equipment (on Schedule A and/or B). You must purchase paper and staples separately. Toner and Consumables (i.e., Maintenance Kits, Fusers, etc.) will be provided for production of pages, up to 5% coverage on mono devices, and 20% total additive page coverage on color pages. Supplies required for production in excess of the 5% (mono) and 20% (color) page coverage will be invoiced separately.
- A. **Equipment Eligible for Coverage.** All equipment capable of using Our supplied toner and consumables must be included in Schedule A and/or B.
- B. **Fit For Service.** After the first 30 days of monitoring Your Equipment, a Fit for Service Evaluation will be performed on Your Equipment to insure it meets specifications for supply levels and serviceability. The evaluation includes but is not limited to, Equipment Life Utilization Meter, Serial number integrity, error messages and supply levels verification. Any Equipment that does not qualify as Fit for Service will be treated as a Time and Materials service call when service is required, until the issue is resolved. The equipment that does not qualify will also be listed on schedule C.
- C. **Beginning Supply Levels.** Toner and Consumables levels should be at 25% level or higher to begin the Program. On any devices below that level, you will need to provide the supply item from your own existing inventory or purchase outright. Supplies or service for this equipment will not be provided at no charge until the toner and consumables are brought to the appropriate levels.
- D. **Definition of Services Provided.** We agree to perform only those break/ fix repairs involving worn Equipment components that have failed during ordinary use of the Equipment under normal operating conditions (trays, covers, accessories, glass parts and Power Cords are not covered). This agreement does not include labor to replace "operator replaceable" non-toner consumables, as determined by the manufacturer. This agreement does not include labor to go onsite to make a part determination when the operator refuses to participate in the effort to properly TRIAGE the device to make parts determinations. This Agreement does not cover after-hours service, shop overhauls, and service made necessary by accident, fire, water, power surges or natural disasters. We reserve the right to replace any device with an equal or like model at Our discretion should the repair of a covered device be deemed as not cost effective. The device replaced becomes Our Property and the device installed becomes Your Property. This agreement does not cover Machine installation, network setup or features and parts not supplied by the original manufacturer.
- E. **Response Time.** We will respond to all calls for service During ("Regular Service Hours"), within 8 (eight) business hours. Customers may call our dispatch center, 8:00AM to 5:00 PM Central Time or log on to My Printer Manager.com 24 hours a day, 7 Days a week to enter a service request. Requests for services outside of Regular Service Hours will be provided on a best effort basis at one- and one-half times the prevailing time and materials hourly rate. Such charges for services outside of Regular Service Hours are in addition to the prepaid Minimum Monthly Payment.
- F. **Proactive service error monitoring.** As WE will be Proactively monitoring Your printing environment You agree to provide contact information (name and phone number) for a person at the Equipment site to be contacted if WE detect an error, in an effort to correct the error. If the attempt to resolve the error is unsuccessful, We will dispatch a qualified technician to correct the error.
- G. **Access to Equipment.** We shall have the right to access Your site and any other of Your premises that may house Equipment upon reasonable notice for access with Your supervision during regular work hours. We reserve the right to invoice You at Our prevailing time and material hourly rate, separate from the Minimum Monthly Payment, when access to the Equipment is denied for greater than fifteen (15) minutes, when You initiated the request for service. We shall apply an estimated monthly page volume to, any and all Equipment that cannot be accessed for page count recording purposes.
- H. **Authorized Maintenance Providers.** We, at Our discretion, may authorize Our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Equipment. In cases where We manage Your third-party service agreement on your behalf, then all sums currently due under that agreement must be paid in full before We will assume any obligation or responsibility.
- I. **Repair Responsibility.** Our responsibility ceases if persons make repairs to the Equipment other than Our authorized representative or subcontractor. It also ceases if competitive supplies are used, or if the damage occurs as a result of Your abuse or improper handling.
- J. **Additional Equipment and Right of Inspection.** You shall notify Us promptly upon installing any additional equipment ("Additional Equipment") at Your site capable of using Our supplied toner and ink consumables. Equipment installed subsequent to the date of this Agreement will be evaluated by Us, and included in, or excluded from, this Agreement at the sole discretion of Us. Additional Equipment deemed included in the Agreement by Us shall be added to Schedule B and will automatically be covered by and considered Equipment under the terms of this Agreement. Billings or surcharges for Additional Equipment output will be reflected in the billing cycle immediately following the billing cycle in which the Additional Equipment is installed. If You add Additional Equipment the Minimum Monthly Payment may be adjusted accordingly at Our sole discretion. If any such Additional Equipment is used equipment, You represent and warrant to Us that, except for Pre-Existing Conditions duly disclosed to Us prior to such Additional Equipment being covered by this Agreement, all of the Additional Equipment shall, on the date such coverage commences, be in good working order. We shall be entitled to take a physical inventory of the Additional Equipment upon or prior to its being covered by this Agreement to determine whether they are in working order. In the event, as of the date coverage commences under this Agreement, any Additional Equipment is not in good working order, You shall have such Additional Equipment repaired at Your sole expense and, until such Additional Equipment is so repaired, any Additional Equipment with Pre-Existing Conditions shall not be covered under this Agreement. An initial meter reading of zero (0) is agreed, unless You provide timely information to the contrary, for any Additional Equipment that meets the conditions of G.1.
- II. **WARRANTY.** Notwithstanding anything in this Agreement to the contrary, We warrant (a) that all personnel performing services hereunder by or on behalf of Us will have appropriate training and experience and (b) all equipment is in accordance with industry standards, and all supplies and materials are of good quality. Without limiting the generality of the foregoing (and without limiting any obligation of Us to make repairs under this Agreement), You expressly agree and acknowledge that in no event shall any manufacturer's warranty, including but not limited to any implied warranty of merchantability, and fitness for a particular purpose, be deemed given by or otherwise transferred or applied to Us. If You notify Us within ninety (90) days from performance of the services that the services or a part thereof fails to conform to the standards specified herein, Your sole and exclusive remedy is that We shall promptly repair, replace, or re-perform the non-conforming services.
- III. **TRACKING SOFTWARE.**
- A. **Tracking Software.** You grant Permission to Install and Maintain Tracking Software. We own software ("Tracking Software") that enables Us to monitor the usage of, and the copy count produced on, the Equipment. You agree that We shall have the right, at any time during the term of this Agreement, to install the Tracking Software on one or more of Your computers networked station(s). You agree to provide Us, during normal business hours, access to Your computer-networked station(s) to enable Us to upgrade, modify or maintain the Tracking Software or to install new releases or additions to the Tracking Software. Under no circumstances will the Tracking Software provide Us access to Your information other than information directly related to this Agreement. You agree to not delete or remove the Tracking Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of Us. If You disagree, then We retain the right to invoice You the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle up to \$75 per month.
- B. **No License, other Prohibitions.** Nothing herein shall be construed as granting a license to You for the use of the Tracking Software. You may not, nor may You permit or cause any other person to (a) use or copy the Tracking Software, in whole or in part, in any manner, (b) modify, translate, reverse engineer, decompile or disassemble the Tracking Software, (c) rent, lease, loan, resell, distribute, use in a customer-server network to provide third parties access to, or otherwise transfer the Tracking Software, or (d) remove any proprietary notices on the Tracking Software.
- C. **Intellectual Property Rights.** All rights (including all intellectual property rights, whether recognized currently or in the future) in and to the Tracking Software (including any source code, executable code, object code, tools and/or libraries related to the Tracking Software) will at all times be owned by Us. No modifications and/or use by You of the Tracking Software shall under any circumstances transfer any right, title, or interest in or to the Tracking Software to You or any third party.
- D. **Tracking Software Warranty, Liability.** You acknowledge that the Tracking Software will be installed on Your networked workstation(s) "as is" without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warrant that the Tracking Software will be error free or will operate without interruption. We shall in no event be liable to You or any third party for any special, consequential, incidental, or indirect damage in connection with the Tracking Software. If the software is found to cause issues on Your network, and these issues can be reasonably associated to the installation of the software through uniform software testing and tracing methodologies, Our liability will be limited to the removal of said Tracking Software from Your environment.
- IV. **MISCELLANEOUS.**
- A. **Software.** Performance issues related to Software and/or connectivity are not covered under the terms of this Agreement. Any warranties related to Software will be those offered by the manufacturer and will be passed directly to the user.
- B. **Software/Hardware.** Connectivity and performance issues related to Software and non-standard hardware are not covered under the terms of this Agreement. Any warranties related to these solutions, which include but are not limited to: HP Digital Sending Software, Web Jet Admin, Auto Store, any OCR software, computers, and scanners, will be those offered by the manufacturer and passed directly to the user. Operation and configuration of the Software will be the responsibility of You after initial install and operation test of (1) "Send To" folder is completed by Us.

\*\*\*Service Agreement includes – Toner, Service, Preventative Maintenance, Parts, and Labor. Service Agreement does not include Staples and Paper. Staples can be purchased from Mavericks Office Solutions.\*\*\*

**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 2025 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: **Law Library Equipment Purchase 2095.210.100-705.002 in the amount of \$5,214.67** and free from any previous encumbrances.

Agreement Title: Mavericks Office Solutions, Inc.



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**Scott Yamamoto**  
Ashtabula County Auditor

Date: 5/22/2025

**Signature Page**

RE: an agreement by and between Ashtabula County Law Library and Mavericks Office Solutions, Inc. in the amount of \$5,214.67 for the purchase of a Xerox Versa Link B7125 Mono Copier

Approved as to Legal Form Only:

By:   
April Grabman,  
Ashtabula County Prosecutor

Dated: May 23, 2025

Signature Page

**AGREEMENT TITLE: Xerox Versa Link Purchase Agreement**

**APPROVED as to Legal Form Only.**

Approved by: \_\_\_\_\_



April R. Grabman  
Ashtabula County Prosecutor

Dated: 5/21/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor

ES