

RESOLUTION APPROVING THE RENEWAL OF A MAINTENANCE AGREEMENT WITH MICROGRAPHIC TECHNOLOGY SERVICES, INC (MTS) FOR MICROFILM READER/PRINTERS, RECORDER’S OFFICE

WHEREAS, Barbara Schaab, County Recorder, 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:

Minolta	RP605Z	Microfilm Printer	\$675.00
Scan Pro	1100	Microfilm Printer/Scanner	\$795.00
Scan Pro	1100	Microfilm Printer/Scanner	\$795.00
Scan Pro	1100	Microfilm Scanner	\$745.00

Cost: \$3,010.00 from Recorder’s Technology Fund

Term: one year, **retroactive** to November 26, 2021 ending November 25, 2022; and

WHEREAS, the submitted agreements have been reviewed by the Board and are found to be necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the renewal of said agreements, as outlined above, are approved, in accordance with the copies now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-463

December 21, 2021

**RESOLUTION APPROVING THE RENEWAL OF A MAINTENANCE AGREEMENT
WITH MICROGRAPHIC TECHNOLOGY SERVICES, INC (MTS) FOR MICROFILM
READER/PRINTERS, RECORDER'S OFFICE**

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

VOTE:

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

**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.

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

MAINTENANCE AGREEMENT

From:

11/26/2021 Thru:

11/25/2022

MTS

Micrographic Technology Services, Inc.

206 Townline Rd.

Aurora, OH 44202

330-995-5437

Invoice:

Location:

Ashtabula County Recorders

Name:

Barbara Schaab

Address:

25 W. Jefferson St.

Jefferson, Ohio 44047

MAKE	MODEL	S.N.	COUNT	DESCRIPTION	COST
ScanPro	1100		1	Microfilm Scanner with combo carrier	\$ 795.00
ScanPro	1100		1	Microfilm Scanner with combo carrier	\$ 795.00
ScanPro	1100		1	Microfilm Scanner	\$ 745.00
Minolta	RP605Z		1	Microfilm Printer	\$ 675.00
Total:					\$ 3,010.00

Authorize:

[Signature]

Customer:

[Signature]

Date:

9-7-2021

*See attached Terms and Conditions. Please sign and mail original.

12/21/21

1. Maintenance service will be provided with respect to the annual maintenance charge and equipment specified on the maintenance agreement hereof. Maintenance service will consist of making all necessary service calls during regular business hours after requested by customer and provision and installation of parts for necessary replacement of those which have become broken or worn through normal use. HOWEVER, THE SERVICE WILL NOT INCLUDE REPLACEMENT OF DRUM, FUSER ROLLERS OR SUPPLIES SUCH AS TONER, DEVELOPER OR PAPER, MODIFICATIONS OF THE EQUIPMENT, SHOP RECONDITIONING, OR SERVICE PERFORMED AT CUSTOMER'S REQUEST OUTSIDE REGULAR BUSINESS HOURS. WHEN FURNISHED, THE FOREGOING ITEMS AND SERVICE WILL BE INVOICED TO CUSTOMER AT THEN CURRENT PRICES.
2. THIS AGREEMENT DOES NOT COVER SERVICE, REPAIRS OR PARTS NECESSARY BECAUSE OF ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, THEFT, VANDALISM, ELECTRICAL POWER DISTURBANCES, ALTERATION, FIRE, WATER OF OTHER CASUALTY, ACTS OF OMISSIONS IN PERFORMANCE. INCLUDING, DAMAGE DUE TO UNAUTHORIZED MOVING OF EQUIPMENT FROM ADDRESS ON REVERSE SIDE HEREOF. The equipment must be in good working condition on the commencement date of this agreement. Charges for parts to place the equipment in such condition will be invoiced to customer at the current rates.
3. This agreement will continue in effect until cancelled. Either party may cancel this agreement as of the last day of any month by giving thirty day's written notice of such cancellation to the other party. On or about each yearly anniversary date of the effective date of this agreement, customer will be invoiced maintenance charge of the next twelve-month period at the then prevailing rate, and customer will pay such invoices in accordance with their terms. After cancellation to the agreement, customer will be refunded on a prorated basis, any unnamed portion of the maintenance charge paid by customer for the twelve-month period in which such cancellation takes effect.
4. The amount of the maintenance charge under this agreement will be increased by an amount equal to any applicable tax now or hereafter assessed, levied, or imposed by any Federal, State, or local authority on such charge or upon the services rendered or parts supplied pursuant hereto, including any privilege of excise taxes based on gross revenues, but excluding taxes on net income.
5. The annual maintenance charge rate specified in this agreement is based upon the equipment being normally used for the number of eight-hour shifts specified on the maintenance agreement hereof. If the equipment is used for more than the number of shifts so specified, the annual maintenance charge rate will be adjusted in accordance with the following formula:

$$\begin{array}{rclcl}
 \text{Maintenance charge} & & \times & \text{New number of 8} & = & \text{Adjusted annual} \\
 \text{Number of 8 hour} & & & \text{hour shifts} & & \text{maintenance charge} \\
 \text{Shifts specified} & & & & & \text{rate}
 \end{array}$$


6. MTS is not responsible for delays of inabilities to service caused, directly or indirectly, by strikes, accidents, climatic conditions or other reason of a like or dissimilar nature beyond its control. MTS, IN NO EVENT WILL BE LIABLE FOR LOSS OF PROFITS OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NO ACTION RELATING TO OBLIGATIONS HEREUNDER MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. LIABILITY IN CASE OF NONPERFORMANCE HEREUNDER WILL NOT EXCEED THE ANNUAL MAINTENANCE CHARGE SPECIFIED ON THE MAINTENANCE AGREEMENT.
7. This agreement is not assignable and may be cancelled by written notice to customer if the equipment is sold, leased or transferred by customer to any other person. Notices under this agreement must be in writing and mailed by certified mail to the address shown on the maintenance agreement hereof.
8. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations, either written or oral, will be of any force or effect unless set forth in this agreement. No amendment or waiver of the terms of this agreement may be made except in writing, signed by the party to be charged. This agreement will be governed by the State of Ohio.

Initials _____

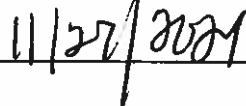
Signature Page

Agreement Title: Microfilm Reader Maintenance Agreement

Approved as to Legal Form Only:

By: 

Colleen O'Toole,
Ashtabula County Prosecutor

Dated: 

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 2021 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:

Fund 1011.005.100-601, \$3010.00 and free from any previous encumbrances.

Agreement Title: Maintenance Agreement for Microfiche/Film Scanners/Printers



David Thomas
Ashtabula County Auditor

Date: 11/29/21