

RESOLUTION NO. 10-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Rau ON
THE 25th DAY OF JANUARY, 2021.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT TO IMAGE AND/OR MICROFILM
DOCUMENTS WITH MONTGOMERY COUNTY MICROFILMING
BOARD.**

WHEREAS, the City of Centerville is desirous of obtaining imaging and microfilming services to assist the City's Planning, Building and Clerk Of Council Departments; and

WHEREAS, Montgomery County Microfilming Board provides said services pursuant to Ohio Revised Code Section 307.806; and


WHEREAS, the City has annually contracted with the County for said services.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS
FOLLOWS:**

Section 1. The City hereby agrees to enter into an Agreement with the Montgomery County Microfilming Board and the City Manager is hereby authorized to execute the Agreement with the Montgomery County Microfilming Board in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 25th day of January, 2021.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 10-21, passed by the Council of the City of Centerville, Ohio on the 25th day of January, 2021.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2021, by and between the Montgomery County Microfilming Board, hereinafter referred to as "County", and the City of Centerville, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the City of Centerville is desirous of obtaining the services of the County, to image and/or microfilm certain documents of the City; and to store certain microfilms; and

WHEREAS, the County is authorized by Section 307.806 of the Ohio Revised Code to contract with the City to perform such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do mutually agree as follows:

1. The Agreement will become effective upon the 1st day of January, 2021, and shall expire on the 31st day of December, 2021.
2. The County agrees to provide the following services regarding City records, the specific record types and shipping schedule to be mutually determined by the County Records and Information Manager and the City Manager or his designee:
 - a) Scanning of records prepared and arranged by the City, indexing, and quality control of images of all records within thirty (30) working days of receipt thereof, except for County holidays.
 - b) Original 16mm and 35mm camera negative stock and processing and quality control (including frame by frame edit) of exposed negatives as provided by the County's Imaging Center.
 - c) Jacketing of negative films into microfiche jackets.
 - d) Direct diazo duplication of jackets for office record after processing, jacketing and editing.

- e) Security vault storage of negatives in the County’s microfilm vault.
 - f) Replacement diazo duplication of negatives for lost or misplaced file copies within five (5) working days of receiving a request.
 - g) Technical assistance in preparing and packing paper records for scanning in boxes provided by the City.
 - h) Storage of paper documents in the Records Center in boxes provided by the City and approved by the County.
3. The City agrees to provide the following items for the County, the specific record types and shipping schedule to be mutually determined by the County Records and Information Manager and the City Manager or his designee:
- a) Preparation and packing of records in the order desired for eventual retrieval, but packed according to the County’s instructions.
 - b) Permitting access to City records by the County for the sole purpose of economically and rapidly reducing records to microfilm to save space under Sections 9.01 and 149.39 of the Ohio Revised Code.
 - c) Allow the temporary removal of such records to the County Imaging Center (a secured location) for imaging on a County scanner.
 - d) Transfer of paper records to and removal of paper records and completed images and/or microfilms from the Montgomery County Imaging Center at 117 South Main Street, between the hours of 8 a.m. and 3 p.m. on Mondays through Fridays, except for County holidays.
4. The City agrees to make payments to the County for its materials and services in accordance with the following rate schedule adopted by the County under Sec. 307.806 of the Ohio Revised Code:

Service	2021 Rate
Conversion Services	
Scanning and Indexing Letter, Legal-Sized and Large Format Documents to an Electronic Format	10 cents per image

Scanning Microfilm to an Electronic Format	10 cents per image
Preparing Electronic Images to Be Converted to Microfilm	2 cents per image
Microfilm Processing and Duplication Services	
Microfilm Processing for 16mm Roll	\$15.00 per roll
Microfilm Processing for 35mm Roll	\$38.00 per roll
Creating One Microfilm Jacket	15 cents per jacket
Duplicating One 16mm Microfilm Roll	\$15.00 per roll
Duplicating One 35mm Microfilm Roll	\$38.00 per roll
Duplicating One Microfiche	23 cents per microfiche
Storage Services	
Records Center Storage of One Cubic Foot (Records Center Box): Includes Records Retrieval, Filing, Removal and Destruction	\$18.00 per year
Vault Storage of One 35mm Microfilm Roll	80 cents per year
Vault Storage of One 16mm Microfilm Roll	43 cents per year
Vault Storage of One Master Microfiche	7 cents per year
Paper Duplication	
Paper Copy of Original Records	10 cents per document

- a) Invoices will be quarterly pro-rata, based on the amount of services provided each month and inventory or microfilm or boxes stored at the first of each month during the quarter billed.
- b) Invoices shall be paid within thirty (30) days of mailing by the County.
- c) If the City fails to make payment with thirty (30) days of the date of mailing the invoices referred to herein at Paragraph 4(a), the County shall have the right to terminate this Agreement immediately upon delivery of written notice to the City. This remedy shall be in addition to all other remedies provided for in the Agreement or by law and in no way shall it act as a waiver of any rights acquired or obligations incurred, either by law or by contract, by any party prior to termination of this Agreement.

5. All documents supplied by the City to the County for the purposes of scanning and/or storage shall remain the property of the City, and all microfilms shall become property of the City upon processing.
6. The Montgomery County Microfilming Board, which manages the County Imaging Center through the County Records and Information Manager, shall be responsible for managing this Agreement for the County.
7. This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Montgomery County, Ohio.
8. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns where permitted by the Agreement.
9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreements between the parties respecting the within subject matter.
11. This Agreement may be modified only by written mutual Agreement of both parties.
12. The terms and conditions of this Agreement cannot be assigned without the written consent of the other party.
13. If either party to this Agreement fails to perform its obligations under this Agreement in timely fashion, the non-defaulting party may terminate the Agreement upon a thirty (30) day written notice which shall include the reason for termination. This remedy shall be in addition to all other remedies provided for in this Agreement or by law and in no way shall it act as a waiver of any rights acquired or obligations incurred, either by law or by contract, by any party prior to termination of this agreement.

14. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to the rights and responsibilities incurred by way of this Agreement.

15. The County, its employees and agents shall not be liable for any loss or damage of any kind and nature whatsoever to the records of the City, notwithstanding that any such loss or damage may be caused in whole or part by negligence or gross negligence of the County, its employees or agents.

Signed in the presence of:

Jana A. Patchoff

"County" (Montgomery County
Microfilming Board)

By: Brandon C. McClain
Brandon C. McClain,
Secretary/Administrator

Dated: 12/22/20

Signed in the presence of:

"City" (City of Centerville)

By: _____
City Manager

Dated: _____

Approved as to form:

Mathias Heck, Jr.,
Prosecuting Attorney of Montgomery County, Ohio

By: Ward Barrentine
Ward Barrentine
Assistant Prosecuting Attorney

Approved as to form:

By: _____
Scott A. Liberman
Municipal Attorney