

RESOLUTION NO. 24-181


A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE LEASE OF THIRTEEN MULTIFUNCTIONAL COPIER MACHINES FROM RJ YOUNG COMPANY INCLUDING ROUTINE MAINTENANCE AND SERVICE IN THE BASIC ANNUAL AMOUNT OF \$18,345.34 PLUS ADDITIONAL CHARGES AS PROVIDED IN THE BODY OF THE AGREEMENT.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and RJ Young Company for the lease of thirteen multifunctional copier machines in the minimum annual amount of Eighteen Thousand, Three Hundred Forty-Five Dollars and Twenty-Four Cents per month (\$18,345.24), plus overage rates of .0045 cents per black and white copy and .038 cents per color copy, in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 26th day of September, 2024.

CITY OF PANAMA CITY BEACH

By: 
Stuart Tettermer, Mayor

ATTEST:


Lynne Fasone, City Clerk

Cost Per Copy Agreement				Customer Purchase Order		Sales Rep #	
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name - Include Inc., Corp., LLC etc. CITY OF PANAMA CITY BEACH				Customer Name CITY OF PANAMA CITY BEACH			
				Department		County BAY	
Street Address 17007 PANAMA CITY BEACH PKWY				Street Address 17007 PANAMA CITY BEACH PKWY			
City PANAMA CITY BEACH		State FL	Zip+4 32413	City PANAMA CITY BEACH		State FL	Zip+4 32413
Contact Name CARRIE JAGERS		Phone # (850) 233-5100	Fax #	Meter Contact CARRIE JAGERS		Phone # (850) 233-5100	Fax #
Email Carrie.Jagers@pcbfl.gov				Email Carrie.Jagers@pcbfl.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C6010			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3330 LCT 2,000 sheets -419374-			
1	Ricoh		SH3090 Internal shift tray -419385-			
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		BU3100 Bridge unit -419381-			
1	Ricoh		SR3320 Finisher 1,000 sheets -419399-			
Trade-In/Buyout (Items to be picked up)						Total This Page
						Total From Add'l Equipment List
						Sales Tax
Tax Exempt <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Attach Exemption Certificate						Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency		Overage Billing Frequency	
	48		\$1,528.77	Monthly		Monthly	
Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	Agreement Includes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other STAPLES <input checked="" type="checkbox"/> New Account <input checked="" type="checkbox"/> New Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Used <input type="checkbox"/> MAM <input type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner			
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot				
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print				
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2				

Remarks:
 OMNIA CONTRACT - UNIVERSITY OF CALIFORNIA CONTRACT # 2021002788 - LOCKED RATES FOR TERM - PCB 24-37R Multifunction Copier and Services RFP is made part of this Cost Per Copy Agreement. The parties agree the RFP/Addendums terms, conditions, requirements, etc. shall control and be looked to first to determine the rights, duties, and terms of the contract. Should the RFP or addendums be silent on a term or condition, only then will the parties look to the Cost Per Copy Agreement Terms and conditions.

<i>Additional terms and conditions on page 2.</i>		Signature: <u><i>Drew Whitman</i></u>		Sales Rep: _____ Date: _____	
Print Name: <u><i>Drew Whitman</i></u>		Title: <u><i>City Manager</i></u>		Sales Manager: _____ Date: _____	
Date: <u><i>9/26/24</i></u>					




2. **RENTAL AGREEMENT.** You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
3. **CONNECTION TO COMPUTERS/NETWORKS.** RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.
4. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.
5. **USE.** You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.
6. **ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.
7. **LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.
8. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment.
9. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.
10. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.
11. **DEFAULT.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.
12. **REMEDIES.** In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you.
13. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.
14. **MISCELLANEOUS.** You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.
15. **JURISDICTION.** You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Florida and will be governed by law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF FLORIDA; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN FLORIDA; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.
16. **INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.
17. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.


<i>Billing Location</i>				<i>Install Location</i>			
Customer Name CITY OF PANAMA CITY BEACH				Customer Name CITY OF PANAMA CITY BEACH			
				Department		County BAY	
Street Address 17007 PANAMA CITY BEACH PKWY				Street Address 17007 PANAMA CITY BEACH PKWY			
City PANAMA CITY BEACH		State FL	Zip+4 32413	City PANAMA CITY BEACH		State FL	Zip+4 32413
Contact Name CARRIE JAGERS		Phone # (850) 233-5100	Fax #	Meter Contact CARRIE JAGERS		Phone # (850) 233-5100	Fax #
Email Carrie.Jagers@pcbfl.gov				Email Carrie.Jagers@pcbfl.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C3010			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		BU3100 Bridge unit -419381-			
1	Ricoh		PU3080 Punch unit -418381-			
1	Ricoh		SR3320 Finisher 1,000 sheets -419399-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C3510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C3510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C530FB			
1	Ricoh		Type A3 Cabinet medium -52840-			
1	Ricoh		PB1180 Paper drawer 550 sheets -418229-			
1	Ricoh		PB1180 Paper drawer 550 sheets -418229-			

Trade-In/Buyout (Items to be picked up)					Total This Page

Signature:  Print Name: <u>Drew Whitman</u> Title: <u>City Manager</u>	Sales Rep: _____ Date: _____ Sales Manager: _____ Date: _____
Date: <u>9/26/24</u>	

Additional Equipment				Order # J9PF00		4 of 4	
<i>Billing Location</i>				<i>Install Location</i>			
Customer Name CITY OF PANAMA CITY BEACH				Customer Name CITY OF PANAMA CITY BEACH			
				Department		County BAY	
Street Address 17007 PANAMA CITY BEACH PKWY				Street Address 17007 PANAMA CITY BEACH PKWY			
City PANAMA CITY BEACH		State FL	Zip+4 32413	City PANAMA CITY BEACH		State FL	Zip+4 32413
Contact Name CARRIE JAGERS		Phone # (850) 233-5100	Fax #	Meter Contact CARRIE JAGERS		Phone # (850) 233-5100	Fax #
Email Carrie.Jagers@pcbfl.gov				Email Carrie.Jagers@pcbfl.gov			
Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount	
1	Ricoh		IM C4510				
1	Ricoh		Type M52 Fax option -419423-				
1	Ricoh		SR3310 Finisher internal 500 sheets -419401-				
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets				
1	Ricoh		IM C4510				
1	Ricoh		Type M52 Fax option -419423-				
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets				
1	Ricoh		IM C4510				
1	Ricoh		Type M52 Fax option -419423-				
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets				
1	Ricoh		IM C4510				
1	Ricoh		Type M52 Fax option -419423-				
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets				
1	Ricoh		IM C4510				
1	Ricoh		Type M52 Fax option -419423-				
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets				
1	Ricoh		IM C4510				
1	Ricoh		Type M52 Fax option -419423-				
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets				
Trade-In/Buyout (Items to be picked up)						Total This Page	

Signature: <u></u> Print Name: <u>Drew Whitman</u> Title: <u>City Manager</u>	Sales Rep: _____ Date: _____ Sales Manager: _____ Date: _____
Date: <u>9/26/24</u>	