

RESOLUTION 22-80

**A RESOLUTION TO AMEND CONTRACT FOR
COPIER, PRINTER, FACSIMILE AND PRINTER EQUIPMENT
(RESOLUTION 21-179)**

WHEREAS, the city of Spring Hill Board of Mayor and Aldermen authorized a contract for copier, printer, facsimile and printer equipment with RJ Young on October 18, 2021 with the approval of Resolution 21-179; and

WHEREAS, the city authorized additional equipment for recently expanded work space for the new Public Works mobile office and one for the Wastewater Treatment Plant in Resolution 22-08; and

WHEREAS, the police department has an additional mobile office that needs a dedicated copier; and

WHEREAS, it is necessary to further amend the contract to include the additional equipment; and

WHEREAS, the city is a member of Omnia Partners Cooperative Purchasing Group and RJ Young is a provider for Omnia-Vizient.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes an amendment to the contract to include 2 additional machines for copier, printer, scanner and facsimile equipment with RJ Young through Omnia Partners/Vizient in the additional amount of \$137.19, for a total of \$2,462.94 per month for 24 months.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of May, 2022.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

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 Spring Hill				Customer Name City of Spring Hill			
				Department Police Department		County	
Street Address 199 Town Center Pkwy PO Box 789				Street Address 3636A Royal Park Blvd			
City Spring Hill		State TN	Zip+4 37174	City Spring Hill		State TN	Zip+4 37174
Contact Name April Goad		Phone #	Fax #	Meter Contact April Goad		Phone #	Fax #
Email agoad@springhilltn.org				Email agoad@springhilltn.org			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C3500			
1	Ricoh		Paper Feed Unit PB3280			
1	Ricoh		FAX OPTION TYPE M37			

Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
					Tax Exempt ☐ Yes ☒ 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	
	46		\$137.19	Monthly		Quarterly	
Monthly Minimum Number of B&W Copies 0		Overage Rate per B&W Copy 0.007500		Monthly Minimum Number of Color Copies 0	Overage Rate per Color Copy 0.045200	Agreement Includes ☒ Yes ☐ No Master Unit ☒ Yes ☐ No Color Supplies ☒ Yes ☐ No Drum/Photo Conductor ☒ Yes ☐ No Imaging Units ☒ Yes ☐ No Parts/Labor ☒ Yes ☐ No Toner/Dispersant ☒ Yes ☐ No Developer ☐ Yes ☒ No Other ☐ New Account ☒ New Equipment ☐ Upgrade ☐ Remanufactured Equipment ☐ Additional Unit ☐ Used ☐ MAM ☐ 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:

This serves as an addendum to agreement H4EA00. All terms and conditions remain in effect with the following amendments:
 The above IM C3500 will be added to the contract, co-terminus for 46 months. Payments will be \$2,462.94 per month, excluding applicable sales tax. The new device will bill per click using the following rates: B/W copies at .0075, Color copies at .0452 and will reconcile quarterly. Vizient Customer ID # 2510320- Rates locked for term.

Additional terms and conditions on page 2.			
Signature:	Sales Rep: _____	Date: _____	
Print Name: <u>Jim Hagaman</u>			
Title: <u>Mayor</u>	Date: <u>5-2-2022</u>	Sales Manager: _____	Date: _____



*This is a non-cancelable agreement*Order # H98Q00

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. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other 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 PAYLESS 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. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. 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. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. 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. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. **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.

8. **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.

9. **TAXES AND FEES.** You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location shown in this Agreement. 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 provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. **RENEWAL.** Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. **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.

13. **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.

14. **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.

15. **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) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) 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. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. **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.

17. **MISCELLANEOUS.** This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. 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.

18. **JURISDICTION.** You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. **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.

20. 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.