CITY OF BILOXI
AGENDA ITEM
FACT SHEET

Item No.: 5 Y

Council Meeting Date: March 11, 2025

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: E. Michael Leonard, CAO EML

John Miller, Director of the Police Department

SUMMARY EXPLANATION:

Resolution authorizing entry into Rental Agreement and Digital Color Copier Service Agreement with South Mississippi Business Machines for the lease, maintenance and copy costs associated with a new copier to be utilized by the Police Department

Resolution ✓ **Ordinance** _____ **Public Hearing** _____ **Routine Agenda** _____

Exhibits for Review

Contract ✓ **Minutes** _____ **Plans/Maps** _____ **Deed** _____ **Lease** _____

Other (Specify): Exhibit A: Rental Agreement
Exhibit B: Digital Color Copier Service Agreement
Exhibit C: Standard Addendum

Submittal Authorization: **Council President** _____ **Mayor** ✓

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: **Motion By:** _____ **Second By:** _____

Vote: Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
Lawrence					Tisdale				
Gines					Glavan				
Newman					Shoemaker				
McGilvary									

ACTION TAKEN:

031125pcon

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO RENTAL AGREEMENT AND DIGITAL COLOR COPIER SERVICE AGREEMENT WITH SOUTH MISSISSIPPI BUSINESS MACHINES FOR THE LEASE, MAINTENANCE AND COPY COSTS ASSOCIATED WITH A NEW COPIER TO BE UTILIZED BY THE POLICE DEPARTMENT

WHEREAS, pursuant to the authority granted by Resolution No. 317-21, City of Biloxi (the "City") Police Department currently utilizes a Sharp MX-4051 copier/printer, on lease from South Mississippi Business Machines ("SMBM"), which is necessary to accomplish the day-to-day business of the Police Department;

WHEREAS, this lease for this copier expires on May 31, 2025, but the copier is not working properly and SMBM has agreed to cancel the lease;

WHEREAS, it is in the best interest of the City to return the current copier to SMBM and lease a newer model;

WHEREAS, SMBM has submitted a Rental Agreement and Digital Color Copier Service Agreement (collectively, the "Agreement"), attached hereto as Exhibits "A" and "B," for the lease, maintenance, and copy costs associated with a new Sharp BP-50C45 color digital copier (the "New Copier") which will serve the day-to-day needs of said Department;

WHEREAS, the terms of the City's Standard Addendum to contracts, attached hereto as Exhibit "B," will apply to the Agreement;

WHEREAS, funding for payments under the Agreement is available in the Police Department's budget, line item 01511-6624; and

WHEREAS, it is the recommendation of John Miller, Director of the Police Department, that the City approve the lease of said copier and enter the Agreement with SMBM.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the

foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor is hereby authorized to accept and execute, on behalf of the City of Biloxi, the Rental Agreement and Digital Color Copier Service Agreement, attached hereto as Exhibits "A" and "B," and the Standard Addendum, attached hereto as Exhibit "C," with South Mississippi Business Machines for the lease, maintenance and associated copy costs for a Sharp BP-50C45 45 CPM color digital for use by the Police Department.

SECTION THREE: This resolution shall take effect and be in force from and after adoption.

EXHIBIT A

SMBM SOUTH MISSISSIPPI BUSINESS MACHINES
THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39501 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

RENTAL AGREEMENT

Account # 338100 Customer Name City of Biloxi

Mach ID# _____ Address or Location Police Narcotics, 170 Porter Ave

Contract # MC _____ City, State, Zip Biloxi, MS 39530 Phone # _____

Install Date _____ Model # Sharp BP-50C45 Serial # _____

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Terms & Conditions

1. Service will be provided on-site during normal business hours (Mon-Fri, 8am – 5pm). Periodic service checks will be performed with the customer first initiating the call.
2. Key operator functions are not covered under this agreement (such as loading of paper, changing toner and/or toner collection bottles, removing simple paper jams and cleaning the glass).
3. Service or repairs made necessary by accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure/surging, fire or water casualty, or any other Act of God will not be covered in this agreement.
4. Customer agrees to keep machine insured against loss by fire, theft, and all other hazards. SMBM will require "Certificate of Liability" from insurance company showing SMBM as loss payee.
5. All equipment covered under this agreement must have proper electrical supply and grounding per the manufacturer's specifications. Failure to meet these specifications will result in cancellation of this rental agreement.
6. Customer agrees to install surge protection devices on all equipment. Failure to do so may void this agreement.
7. This agreement **DOES** include all supplies inclusive of toner, developer, drum, cleaning rollers and heat rollers. This agreement allows for one toner for every 21,600 color copies and one toner for every 36,000 black copies. Any toner used above this limit, will be chargeable at current SMBM retail rate . See note below for any exceptions to these terms.
8. This agreement **DOES NOT** include staples, paper, broken cassettes or damaged exit trays unless otherwise stated below by a SMBM representative.
9. Rental shall remain in effect for the term of 48 months.
10. This agreement covers the equipment listed with accessories attached and **does** cover digital connectivity.
11. Signature, purchase order and/or payment constitutes acceptance of terms as stated. Do not pay from this agreement as an invoice will be mailed upon acceptance.

Beginning Date 4/1/2025 Contract Type: X Monthly ____Quarterly ____ Semi-Annually ____Annually

B/W Rate $ xxx B/W Copy Allowance xxx Overage Rate xxx CPC Rate xxx

Color Rate $ xxx Color Copy Allowance xxx Overage Rate xxx CPC Rate xxx

Base Rent $ 129.00 Exceptions to this Agreement _____

I do wish to place this agreement in effect. Purchase Order # _____

Signature: _____ Title: _____ Date _____

SMBM Representative: _____ Date: _____ BCC: _____ CCC: _____

Revised Jan 2012

EXHIBIT B

SMBM SOUTH MISSISSIPPI BUSINESS MACHINES
THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COLOR COPIER SERVICE AGREEMENT

Account # 338100 **Customer Name** City of Biloxi

Mach ID# _____ **Address or Location** Police Narcotics, 170 Porter Ave

Contract # MC _____ **City, State, Zip** Biloxi, MS 39530 **Phone #** _____

Install Date _____ **Model #** Sharp BP-50C45 **Serial #** _____

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms
On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is $150.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of $225.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 21,600 color copies and one toner for every 36,000 black copies. Any toner used above these limits will be charged at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 4/1/2025 **Contract Type:** ____Monthly ✓ Quarterly ____ Semi-Annually ____Annually

Black Base Rate $ xxx **Copy Allowance** xxx **Overage Rate** xxx **CPC Rate** .0089

Color Base Rate $ xxx **Copy Allowance** xxx **Overage Rate** xxx **CPC Rate** .05

Exceptions to this Agreement: _____

Purchase Order # _____ **Beginning Meters: B/W** _____ **Color** _____

Signature: _____ **Title:** _____ **Date** _____

EXHIBIT C

City of Biloxi Standard Addendum

Whereas, the City of Biloxi, as a municipal corporation, has published these standard terms and conditions that will apply to all supplier, professional services and other vendor agreements.

Now, therefore, in consideration of mutual terms as described in the agreement between the parties (the "Contract"), the undersigned contracting party hereby agrees to the City of Biloxi standard terms and conditions, as follows:

1. Term / No Automatic Renewal: Unless otherwise specified in the Contract, the term of the Contract or any renewal term thereof shall not extend past the term of the existing City Council. If the Contract does extend past that date, such contract will not be void, but voidable at the discretion of the following Council.

2. Renewal / Extension of Term: Any extension or renewal may be subject to approval by the Biloxi City Council and shall be subject to the terms of the City of Biloxi Standard Addendum that is in effect at that time.

3. Governing Law: Mississippi law shall govern the interpretation of the Contract and any dispute that may arise between the parties.

4. Venue / Exclusive Jurisdiction: The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any business or person doing business with the City of Biloxi submits to the personal jurisdiction of the courts in Harrison County, Mississippi.

5. No Waiver of Warranties: Notwithstanding any provisions to the contrary thatmay be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery resulting from a breach of express or implied warranties shall be of no force or effect.

6. No Waiver of Damages: Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery in any manner shall be of no force or effect.

7. Arbitration: The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to require the City of Biloxi to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deem to be of no force or effect as against the City of Biloxi.

8. Waiver of Jury Trial: The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial; and any such term(s) requiring same, shall be deem to be of no force or effect as against the City of Biloxi.

9. Force Majeure: Neither party shall be liable for failure to perform or delay in performing any obligation under the Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, epidemic, pandemic, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Contract; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination

10. Conflict of Terms: To the extent there is a conflict between the terms of this Addendum and the term of the Contract or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.

11. Non-Discrimination: All persons having a contract with the City of Biloxi must adhere to the City's policy concerning non-discrimination on the basis of race, color, religion, sex, age, sexual orientation, gender identity, national origin, veteran or disability status.

12. Notices. All notices, Consents, waivers and other communications required or permitted by the Contract shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate addressee; or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

Contracting Party:

South Mississippi Business Machines

Attention: Julie Lyons

Address: Post Office Box 697

Gulfport, MS 39501

Telephone: (228) 864-4845 *

Email: _____ *

The City of Biloxi, Mississippi:
Attention: Mayor A.M. Gilich, Jr.
140 Lameuse Street
Biloxi, Mississippi 39530
Telephone: (228) 435-6254*

With a mandatory copy to:

City Attorney / Contract Manager
Post Office Box 429
Biloxi, Mississippi 39533
Telephone: (228) 435-6388*

* all telephone numbers and email addresses supplied herein are for the sake of convenience and the parties specifically agree that no notice may be served via telephone or email

Contracting Party:

South Mississippi Business Machines

By: _____
Name: _____
Title: _____
Date: _____

The City of Biloxi, Mississippi:

By: _____
Name: A. M. Gilich, Jr.
Title: Mayor
Date: _____

Contract Reference: _____

Updated as of: August 2, 2021