

RESOLUTION NO. 09-32

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO OFFICE EQUIPMENT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A 36-MONTH LEASE AGREEMENT WITH RICOH FOR TWO PHOTOCOPIERS AT A COST OF \$834.00 MONTHLY FROM IKON OFFICE SOLUTIONS, INC., THROUGH MIAMI-DADE COUNTY CONTRACT (128-FF11); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay adopted Resolution 06-100 wherein the Village entered into a master lease agreement with IKON for a photocopy machine to be used in Village Hall for the governmental activities by staff and Council; and

WHEREAS, the Village is in need of a copier for the Building Department and had met with the representative of IKON; and

WHEREAS, continuing under the current Miami-Dade County Bid Award 128-FF11, IKON Office Solutions, Inc. has proposed a new agreement which offers the best possible value.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to enter into a 36-month lease agreement with IKON Office Solutions, Inc., in the amount of \$834.00 monthly for two Ricoh MP 6000 photocopiers from IKON Office Solutions, Inc. that is substantially similar in its terms and conditions as the proposal which is annexed to this resolution.

Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 6th day of April, 2009.

Attest: 
Meghan Rader
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>YES</u>
Council Member Howard Tendrich	<u>YES</u>
Council Member Shelley Stanczyk	<u>YES</u>
Vice Mayor Brian W. Pariser	<u>YES</u>
Mayor Eugene P. Flinn, Jr.	<u>YES</u>



**Document Efficiency
At Work.®**

A RICOH COMPANY

Dennis A. Moraco
Major Account Executive

IKON Office Solutions, Inc.
703 Waterford Way
Miami, FL 33126
786-388-3880, ext 7884
dmroaco@ikon.com
www.ikon.com

Date: 2/16/09

Dear Meighan:

Thank you for the opportunity to meet with you last week. As we discussed, IKON was recently purchased by Ricoh. The results are a stronger IKON financially and in terms of products and services.

During our meeting we discussed the new and expanded Dade county Contract. IKON was awarded several Ricoh models, including the Ricoh MP 6000. Under the terms of the contract, the MP 6000 includes network printing and scanning.

In an effort to support this contract with the County and School Board, IKON is offering any user that has less than one year left on an existing copier, the opportunity today to upgrade to anew Ricoh at no charge. The Canon IR 5070 falls under this special plan. The IR 3350 in Police has 16 months remain and would not qualify for early upgrade at this time

For the zoning department we talked about the MP 6000 being a good option for them as well. Attached is a comparison of the canon IR 5070 to the new Ricoh MP 6000. Two plans are offered depending upon monthly usage.

IKON is committed to providing the highest level of service excellence. Our entire support team is ready to make the transition to new systems easy and affordable.

After reviewing, should you have any question, please feel free to call me any time.

Thanks for your valued business,

Dennis Moraco



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NEW COUNTY AND SCHOPOL BOARD CONTRACT

RICOH MP 6000 WITH DOUCMENT FEEDER, FINISHER WITH ON LINE STAPLER,
NEWWORK PRINTER AND SCANNER, PLUS MUCH MORE

PLAN A

TERM 36 MONTHS

INCLUDES 25,000 COPIES PER MONTH

MONTHLY RATE \$417.00

OVERAGES IF ANY AT \$0.0075 EACH

PLAN B

TERM 36 MONTHS

INCLUDES 45,000 COPIES PER MONTH

MONTHLY RATE \$446.00

OVERAGES IF ANY AT \$0.0075 EACH

BOTH PLANS INCLUDE ALL SERVICE, PARTS, LABOR AND SUPPLIES, EXCLUDES ONLY
PAPER AND STAPLES.



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COMPARISON TO CURRENT MONTHLY RATES

CANON IR 5070

TERM : 36 MONTHS

AVERAGE MONTHLY USAGE 18,760 COPIES

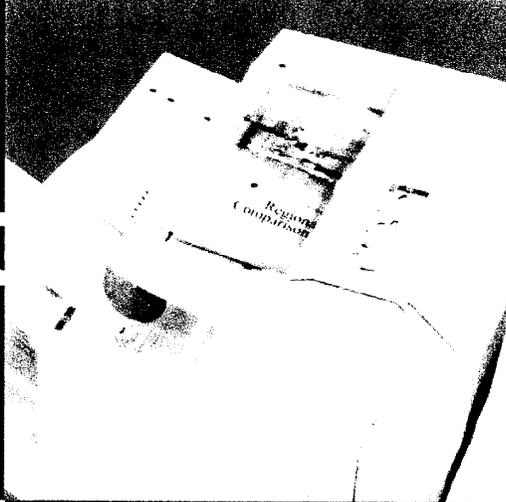
MONTHLY RATE \$ 460.08

NEW RATE \$ 446.00

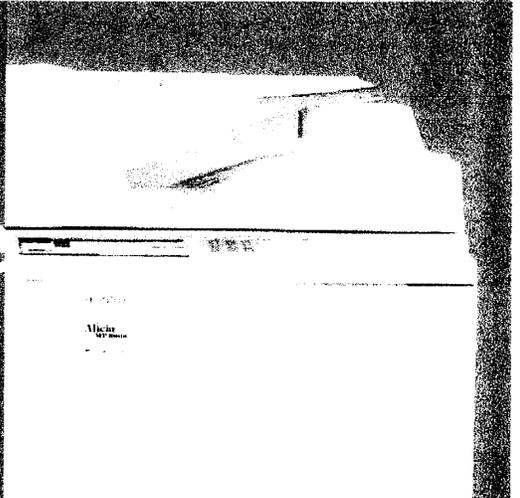
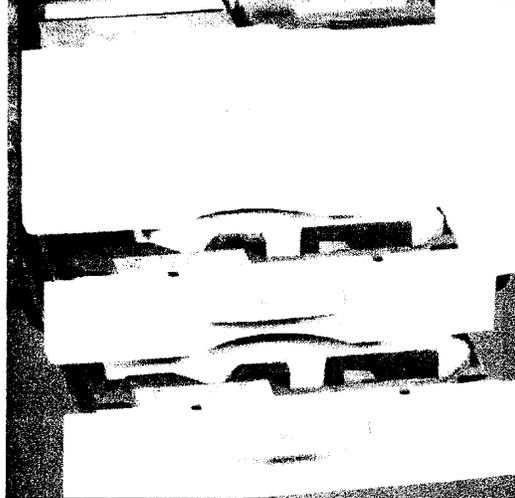
Ricoh Aficio MP 6000/MP 7000/MP 8000
Digital Imaging System
Perform at Peak Productivity.

RICOH

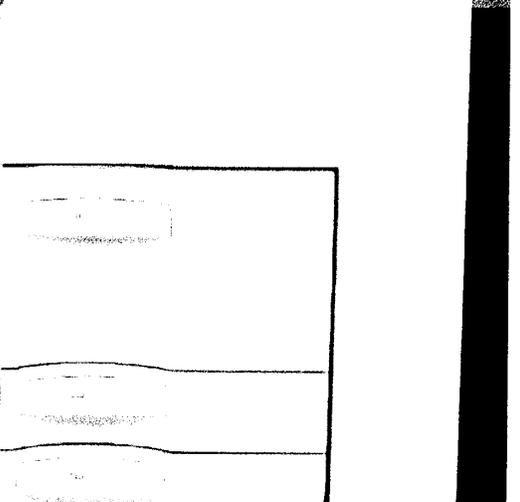
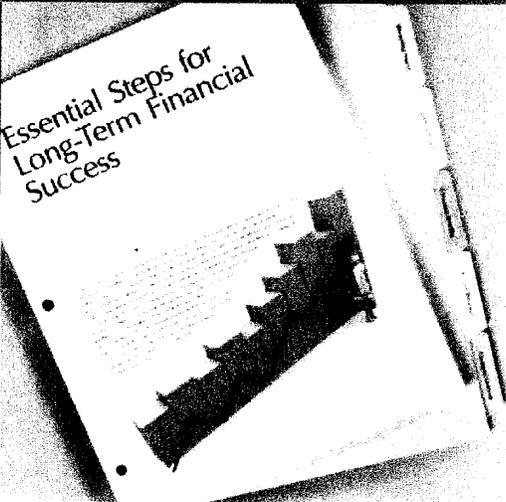
efficient



dependable



powerful



Ricoh Aficio MP 6000/MP 7000/MP 8000

Productivity Expert

True productivity. It also delivers easy operation, need to accelerate the RICOH imaging high-quality outstanding



Intuitive, Easy Operation

With its simple, user-friendly design and versatile capabilities, the Ricoh Aficio MP 6000/MP 7000/MP 8000 can easily handle a wide range of important tasks.

- Make quick work of the largest jobs with output speeds of 60, 70 or 80 pages-per-minute and a single-pass document feeder that scans up to 75 originals-per-minute.
- Expect superior image quality with true 1200 x 1200 dpi resolution.
- Complete every job with one multifunctional product (MFP) that offers high-end digital copying, plus optional printing, scanning, faxing and finishing.
- Program jobs without delay using the large, easy-to-read WVGA touch-screen operation panel.
- Immediately authenticate for full system access or log out in seconds with the login/logout shortcut button.
- Eliminate repetitive programming for frequent jobs. Create one-step icons that automatically apply correct settings and procedures.

Efficient Document Handling

This fully featured MFP offers the tools necessary to save time and distribute documents effectively.

- Reduce errors with Sample Print by checking a proof before running the remaining sets. Or confirm document content prior to printing from the Document Server with File Preview.
- Ensure confidentiality with Locked Print, which releases files for output only after users enter the correct password at the system.
- Improve convenience with Stored Print, which saves frequently printed documents and finishing settings in memory for instant output.
- Reduce network traffic with Scan-to-URL, which allows you to send URL links to documents stored on the MFP's hard drive instead of e-mailing large attachments.
- Find e-mail addresses for Scan-to-Email recipients faster. Search your corporate database via the standard Lightweight Directory Access Protocol (LDAP).

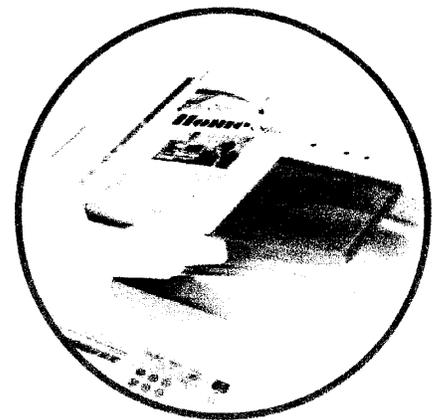
Maximum Security

Protect sensitive data during every phase of workflow, including copying, printing, scanning and distribution.

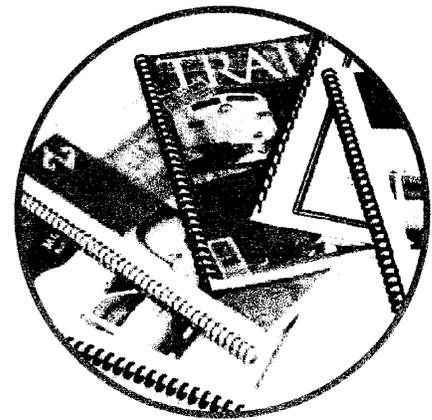
- Safeguard confidential information with Unauthorized Copy Control. It embeds a masking pattern in originals that obscures documents if they are copied on other systems with this capability.
- Safeguard sensitive PDFs by assigning passwords for access. Without the right password, unintended recipients will not be able to open the encrypted file.
- Eliminate "from field" e-mail spoofing by restricting access to the Document Server.
- Remove the risk of a stolen hard drive with the DataOverwriteSecurity System (DOSS), which erases latent image data from memory after every job. Or select the optional Removable Hard Drive, which can be stored in a secure location.
- Prevent unauthorized access with up to 500 unique user authentication codes.



Rely on the Ricoh Aficio MP 6000/MP 7000/MP 8000 to create a variety of attractive, professionally finished documents.



The highly reliable, single-pass document feeder is capable of scanning up to 75-images-per-minute.



Use the GBC StreamPunch III to produce clean, precisely punched documents in a range of styles.

Superior Finishing

Produce fantastic-looking output and keep more jobs in-house with the Ricoh Aficio MP 6000/MP 7000/MP 8000 system's full lineup of professional finishing options.

- Make saddle-stitched booklets quickly and cost-effectively using the BK5010 Production Booklet Maker.
- Liven up black & white documents by adding pre-printed, full-color covers with the interposer.
- Keep reports, analyses and other long documents clean and well-ordered with the 100-Sheet stapling finisher.
- Accommodate over-sized pages — such as engineering drawings — within conventional documents with the Z-fold unit.
- Create expertly punched, ready-to-bind documents with the GBC StreamPunch III.

Comprehensive Faxing

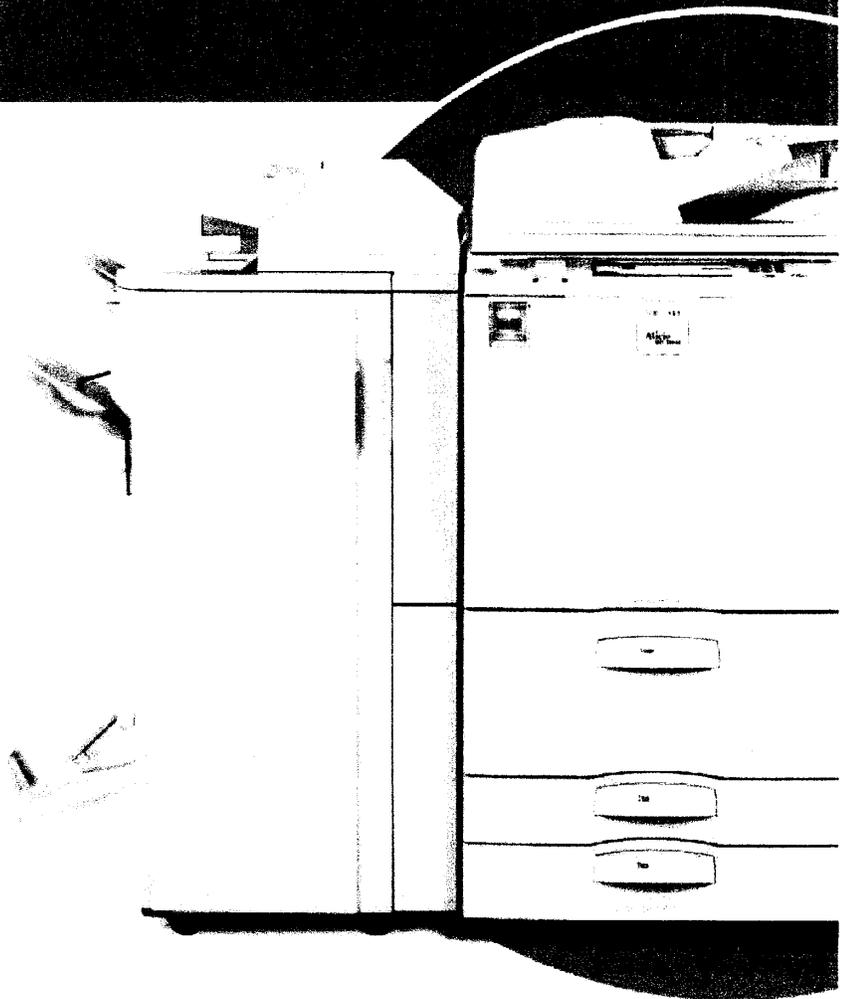
The Ricoh Aficio MP 6000/MP 7000/MP 8000 includes a powerful set of fax capabilities.

- Maximize fax productivity with up to three analog lines, all of which can send or receive faxes simultaneously.
- Send fax documents with 2 seconds-per-page transmission speed using the Super G3 modem and standard JBIG compression.
- Save time and paper with LAN Faxing. Send a document to a fax number right from the desktop, instead of printing and scanning it.
- Reduce transmission costs with IP Faxing (T.38). This fast, high-quality method lets users send and receive faxes over the LAN or WAN, with virtually instant confirmation of receipt.
- Automatically forward incoming faxes to e-mail addresses or network folders, instead of letting them sit unattended in the output tray. Recipients receive an automatic e-mail notification of all fax deliveries.

Advanced Functionality

Improve workflow even more with innovative document management tools.

- Customize the MFP's operation panel, printing, file saving, scanning or other functions — so the system is completely aligned with your business needs — using the Java-compatible (J2ME) software development platform.
- Focus on core tasks without spending time collecting and reporting the MFP's usage. The optional @Remote Intelligent Remote Management System reports meter usage data automatically and securely.
- Enable users to securely store, edit, share and retrieve documents and files from PCs via the Internet with DocumentMall. This solution also allows you to scan documents into a secure DocumentMall folder directly from the MFP.



Your Environmental Partner



Ricoh continues its long-standing commitment to developing office solutions with environmentally friendly and superior energy- and supply-saving features, without compromising productivity, including:

- Quick Start-Up (QSU) Technology
- Power-Saving Sleep Modes
- Duplex and Combine Copy Modes
- Toner Recycling
- Low Noise Levels
- Minimal Ozone Emissions
- Restriction of Hazardous Substances (RoHS) Compliant

Productive

Efficient

Ensure Fast, Professional Results.

Cover Interposer (Optional)

The Cover Interposer makes it easy to add full color or black & white covers and insert sheets to any job.

Automatic Document Feeder (Standard)
Scan up to 75 images-per-minute through the single-pass document feeder.

3,000-Sheet Finisher with 50-Sheet Stapler (Optional)
This unit delivers finished stapled jobs.

Intuitive Control Panel
The user-friendly touch-screen control panel features a large, easy-to-read display with simple programming for all functions.

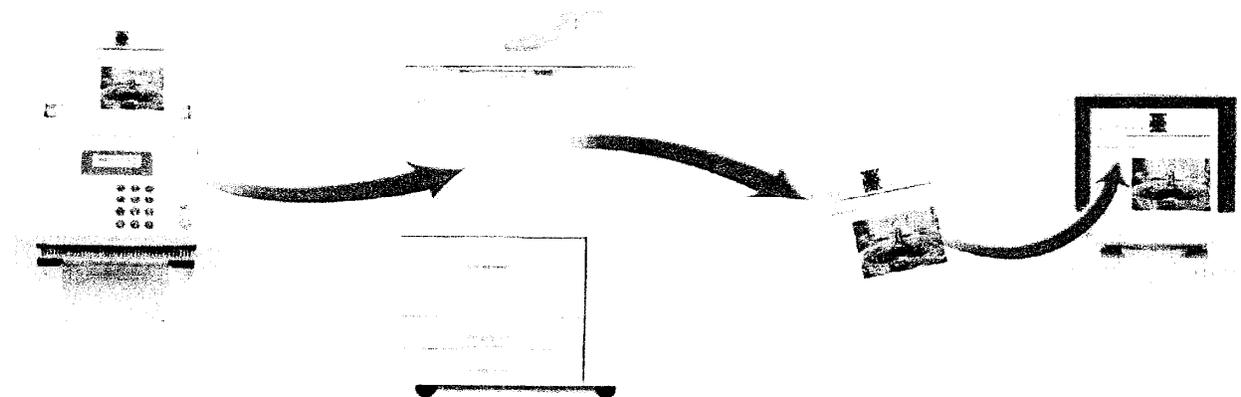
Tandem Paper Tray (Standard)
The tandem paper tray holds 1,550 sheets in each of its two compartments, for a total capacity of 3,100 sheets.

Large Capacity Tray (Optional)
The LCT holds 4,000 sheets, boosting maximum paper capacity to 8,300 sheets.

Two 550-Sheet Paper Trays and Bypass (Standard)
Dual front-loading paper trays, the 100-Sheet Stack Bypass and the Tandem Paper Tray provide a standard paper capacity of 4,300 sheets.

Base System
60-pages-per-minute
70-pages-per-minute
80-pages-per-minute

Fax Forwarding



Prevent incoming fax documents from sitting unattended. Use the Fax Forwarding feature to deliver these files to a secure network folder or e-mail address.

MP 6000/MP 7000/MP 8000 Specifications

Specifications

Memory (RAM)	Basic Models: 256 MB std/512 MB max S/P Models: 512 MB std/max 80 GB
HDD	MP 6000: 4.2 seconds MP 7000/MP 8000: 3.5 seconds
First Copy Time	MP 6000/MP 7000: 30 seconds from power off MP 8000: 60 seconds from power off
Warm-Up Time	60/70/80 copies/minute multiple sets (Letter LEF)
Copy Speed	Up to 11" x 17" (12" x 18" using platen) 5.5" x 8.5" - 11" x 17" True 1200 x 1200 dpi 256 levels 25% - 400% in 1% increments Standard: Tray 1: 1,550 sheets x 2 (tandem) = 3,100 (Letter); Trays 2 & 3: 550 sheets each (user adjustable) Bypass: 100 sheets Total Standard/Max: 4,300/8,300 sheets Trays 1 - 3: 14 lb. - 34 lb. Bond; Bypass (Thick Paper Mode): 14 lb. Bond - 110 lb. Index (216 g/m ²)
Original Size	5.5" x 8.5" - 11" x 17"
Copy Size	5.5" x 8.5" - 11" x 17"
Copy Resolution	True 1200 x 1200 dpi
Grayscale	256 levels
Zoom	25% - 400% in 1% increments
Paper Capacity	Standard: Tray 1: 1,550 sheets x 2 (tandem) = 3,100 (Letter); Trays 2 & 3: 550 sheets each (user adjustable) Bypass: 100 sheets Total Standard/Max: 4,300/8,300 sheets Trays 1 - 3: 14 lb. - 34 lb. Bond; Bypass (Thick Paper Mode): 14 lb. Bond - 110 lb. Index (216 g/m ²)
Paper Weight	120V/60Hz/20A (Requires dedicated 20A outlet)
Power Source	27.2" x 31.1" x 45.9"
Dimensions (WxDxH)	454 lbs.

System Accessories

Automatic Document Feeder (Standard)	5.5" x 8.5" - 11" x 17"
Original Size	Simplex: 11 lb. - 34 lb. Bond
Paper Weight	Duplex: 14 lb. - 34 lb. Bond
Capacity	100 sheets

Options

RT43 Large-Capacity Tray (LCT)	8.5" x 11" LEF
Paper Size	14 - 34 lb. Bond
Paper Weight	4,000 sheets (20 lb. Bond)
Paper Capacity	Dimensions (WxDxH) 12.4" x 18.0" x 25.9"
Dimensions (WxDxH)	
8.5" x 14" Paper Size Tray Type 1075	Enables legal-size (8.5" x 14") paper to be fed through LCT.
Paper Size	8.5" x 14", 8.5" x 11" SEF
Paper Capacity	2,500 sheets (20 lb. Bond)
CS391 9-Bin Mailbox	Compatible with SR970 and SR4000 Finishers.
Number of Bins	9
Stack Capacity	100 sheets/bin (20 lb. Bond)
Paper Size	5.5" x 8.5" - 11" x 17"
Copy Tray Type 2075	
Paper Capacity	500 sheets (8.5" x 11"), 250 sheets (8.5" x 14", 11" x 17")
11" x 17" Tray Type 1075	Enables 11" x 17" and 8.5" x 14" paper to be fed from Tray 1.
Paper Size	11" x 17" SEF, 8.5" x 14" SEF, 8.5" x 11"
Paper Capacity	1,000 sheets
Cover Interposer Tray Type 3260	Compatible with all three finishers.
Paper Size	5.5" x 8.5" - 11" x 17"
Paper Weight	17 lb. Bond - 110 lb. Index (216 g/m ²)
Paper Capacity	200 sheets (20 lb. Bond)
Z-Folding Unit Type ZF4000	Compatible only with SR842 and SR4000 Finishers.
Z-Folding Positions	Right, left, bottom
Paper Size	8.5" x 11" SEF, 8.5" x 14" SEF, 11" x 17" SEF
Paper Weight	17 lb. - 20 lb. Bond
SR4000 2,000-Sheet Finisher with Saddle Stitch	
Proof Tray	
Paper Size	5.5" x 8.5" - 11" x 17" SEF, 12" x 18" SEF
Paper Weight	14 lb. Bond - 90 lb. Index (163 g/m ²)
Stack Capacity	250 sheets (8.5" x 11" or smaller), 50 sheets (8.5" x 14" or larger) 30 sheets (Z-fold/8.5" x 14" or larger) 20 sheets (Z-fold/8.5" x 11" or smaller)

Shift Tray

Paper Size	5.5" x 8.5" - 11" x 17" SEF, 12" x 18" SEF
Paper Weight	14 lb. Bond - 110 lb. Index (216 g/m ²)
Stack Capacity	2,000 sheets (8.5" x 11" LEF) 1,000 sheets (8.5" x 11" SEF, 8.5" x 14" SEF, 11" x 17" SEF, 12" x 18" SEF) 100 sheets (5.5" x 8.5" SEF) 30 sheets (Z-fold/8.5" x 14" or larger) 20 sheets (Z-fold/8.5" x 11" or smaller)

Staple Capacity

Same Paper Size	50 sheets (8.5" x 11" or smaller) 30 sheets (8.5" x 14" or larger)
Mixed Paper Size	30 sheets (8.5" x 11", 11" x 17")
Z-Fold Paper Only	5 sheets
Saddle Stitch	15 sheets (8.5" x 11" SEF, 8.5" x 14" SEF, 11" x 17" SEF) Top, bottom, 2 staples, top slant 25.9" x 24.1" x 37.8"

Punch Unit Type 3260

Hole Positions	2 or 3 holes
Paper Size	5.5" x 8.5" - 11" x 17"
Paper Weight	14 lb. Bond - 90 lb. Index (163 g/m ²)
SR842 3,000-Sheet Finisher w/100-Sheet Stapler	
Proof Tray	
Paper Size	5.5" x 8.5" - 11" x 17" SEF, 12" x 18" SEF
Paper Weight	14 lb. Bond - 110 lb. Index (216 g/m ²)
Stack Capacity	500 sheets (8.5" x 11" or smaller), 250 sheets (8.5" x 14" or larger) 30 sheets (Z-fold)

Shift Tray

Paper Size	5.5" x 8.5" - 11" x 17" SEF, 12" x 18" SEF
Paper Weight	14 lb. Bond - 110 lb. Index (216 g/m ²)
Stack Capacity	3,000 sheets (8.5" x 11" LEF) 1,500 sheets (8.5" x 11" SEF, 8.5" x 14" SEF, 11" x 17" SEF) 500 sheets (5.5" x 8.5" LEF) 100 sheets (5.5" x 8.5" SEF) 30 sheets (Z-fold)

Staple Capacity

Same Paper Size	100 sheets (8.5" x 11") 50 sheets (8.5" x 14", 11" x 17") 50 sheets (8.5" x 11" LEF, 11" x 17" SEF) 10 sheets
Mixed Paper Size	Top, top slant, bottom, 2 staples 31.5" x 28.7" x 38.6"

Punch Unit Type 1075

Hole Positions	2 or 3 holes
Paper Size	5.5" x 8.5" - 11" x 17"
Paper Weight	14 lb. - 34 lb. Bond
GBC StreamPunch III	
Paper Size	8.5" x 11" LEF
Paper Weight	20 lb. Bond - 110 lb. Index (216 g/m ²)
Die Sets	CombBind*, Twin Loop Wire (2-1 or 3-1), ColorCoil*, VeloBind*, Three-Ring, ProClick*

BK5010 Production Booklet Maker

Paper Size	8.5" x 11" - 11" x 17"
Paper Weight	16 lb. Bond - 110 lb. Index (216 g/m ²)
SR970 3,000-Sheet Finisher w/50-Sheet Stapler	
Proof Tray	
Paper Size	5.5" x 8.5" - 11" x 17" SEF, 12" x 18" SEF
Paper Weight	14 lb. Bond - 90 lb. Index (163 g/m ²)
Stack Capacity	250 sheets (8.5" x 11" or smaller), 50 sheets (8.5" x 14" or larger)

Shift Tray

Paper Size	5.5" x 8.5" - 11" x 17" SEF, 12" x 18" SEF
Paper Weight	14 lb. Bond - 110 lb. Index (216 g/m ²)
Stack Capacity	3,000 sheets (8.5" x 11" LEF); 1,500 sheets (8.5" x 11" SEF, 8.5" x 14" SEF, 11" x 17" SEF, 12" x 18" SEF) 100 sheets (5.5" x 8.5" SEF)

Staple Capacity

Same Paper Size	50 sheets (8.5" x 11" or smaller) 30 sheets (8.5" x 14" or larger)
Mixed Paper Size	30 sheets (8.5" x 11" LEF, 11" x 17" SEF)
Staple Positions	Top, bottom, 2 staples, top slant
Dimensions (WxDxH)	25.9" x 24.1" x 37.8"

Punch Unit Type 3260

Hole Positions	2 or 3 holes
Paper Size	5.5" x 8.5" - 11" x 17"
Paper Weight	14 lb. Bond - 90 lb. Index (163 g/m ²)

Print Controller Specifications

Print Speed	MP 6000: 60 prints/minute MP 7000: 70 prints/minute MP 8000: 80 prints/minute
CPU	Intel Celeron LV 866 MHz
Host Interface	Standard: 10Base-T Ethernet/ 100Base-TX Ethernet, USB 2.0 Optional: IEEE 1284 (Parallel), IEEE 802.11b (Wireless LAN), IEEE 1394, Bluetooth, 1000Base-T Ethernet TCP/IP, IPX/SPX, SMB, AppleTalk
Network Protocol	512 MB DDR-SDRAM
Memory Capacity	Standard: RPCS, PCL5e, PCL6 Optional: Adobe PostScript 3
PDL	PCL5e: 300/600 dpi PCL6: 600/1200 dpi PS 3: 600/1200 dpi RPCS: 300/600/1200 dpi PCL5e/PCL6: Windows 2000/XP/ Server 2003/Vista RPCS: Windows 2000/XP/Server 2003/ Vista PS 3: Windows 2000/XP/Server 2003/ Vista, Macintosh OS 8.6 and later, Mac OS X Classic, Mac OS X Native v. 10.1 and later
Print Resolution	
Drivers	

Scanner Specifications

Scan Speed	75 sides/minute (200 dpi)
Optical Resolution	100 dpi - 600 dpi (100 - 1200 dpi with TWAIN)
Output Format	TIFF (Multi/Single), JPEG, PDF (Multi/Single)
Interface Support	Standard: 10Base-T Ethernet/ 100Base-TX Ethernet; Optional: IEEE 802.11b, IEEE 1394, 1000Base-T Ethernet
Bundled Drivers	Network TWAIN
Scan-to-Email	Yes (up to 500 addresses per send)
LDAP Support	Yes (Version 3)
Max Stored	2,000
Destinations	
Authentication	SMTP/POP before SMTP
Scan-to-Folder	Yes (up to 50 folders per job)
Protocol Support	SMB, FTP, NCP

Facsimile Specifications (Optional)

Type	ITU-T (CCIT) G3, Additional G3 (Optional)
Circuit	PSTN, PBX
Resolution	200 x 100 dpi (Standard Mode); 200 x 200 dpi (Detail Mode); 400 x 400 dpi (Super Fine Mode; available with optional SAF memory)
Modem Speed	33.6 Kbps with auto fallback
Compression	MH, MR, MMR, JBIG
Method	
G3 Transmission	Approximately 2 seconds/page (with JBIG); Approximately 3 seconds/page (with MMR)
Speed	
Scan Speed	0.50 seconds/page (Standard/Detail/ Super Fine Mode; LTR SEF)
Auto Dialing	2,000 Quick Dials, 100 Group Dials (500 locations each)
SAF Memory	Standard: 4 MB (Approximately 320 pages); Maximum: 28 MB (approximately 2,240 pages) with memory option
Capacity	Internet Fax by e-mail (T.37), IP Fax (T.38), LAN Fax, Fax Forward to E-mail/ Folder, LDAP support
Additional Modes	G3 interface Unit Type 7500 (provides one additional G3 line; up to two lines may be added for a maximum of three lines); 32 MB Memory 400 dpi/SAF
Options	

For maximum performance and yield, we recommend using genuine Ricoh parts and supplies.

RICOH

www.ricoh-usa.com

Ricoh Corporation, Five Dedrick Place, West Caldwell, NJ 07060

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Printed in U.S.A. on recycled paper because Ricoh cares.

R2744





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Equipment Removal or Buyout Authorization

Customer Name:	THE VILLAGE OF PALMETTO BAY			Date Prepared:	2/26/2009
Contact Name:		Phone:			
Address:	8950 SW 152 STREET			City:	PALMETTO BAY
State:	FL	Zip:	33157	Fax/Email:	
Quantity	Make, Model, Serial Number				
ONE	CANON IR 5070 SERIAL NUMBER SXP21386				

Check if additional Product Description page(s) attached

This Authorization applies to the equipment identified above and to the following Removal/Buyout option: [CHECK ONE]

Equipment Owned by Customer. This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are owned by you, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time for such purpose. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, (2) the request shall be governed by this Authorization, (3) you have good, valid and marketable title to such equipment and have satisfied all payment and other obligations relating to such equipment which may be owing to any third party under any applicable lease, financing, sale or other agreements, (4) you have obtained any and all necessary consents and approvals required to authorize IKON to remove such items of equipment and to take title thereto, and (5) by this Authorization, you hereby transfer good and valuable title and ownership to IKON to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and you will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in IKON. IKON does not assume any obligation, payment or otherwise, under any lease, financing, sale or other agreements relating to any equipment. Such agreements shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you to any third party in respect of all equipment identified in the removal requests issued by you.

Equipment Leased by Customer from IKON, IOS Capital or IKON Financial Services. This Authorization will confirm that you desire to engage IKON to pick-up and remove certain items of equipment that are currently leased by you from IKON, IOS Capital or IKON Financial Services, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time for such purpose. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, and (2) the request shall be governed by this Authorization. If you are entering into a new lease with IKON or IKON Financial Services in connection with the upgrade of currently leased equipment, IKON agrees that following acceptance, the new lease will terminate the existing lease with respect to any upgraded equipment. Except for the obligations of IKON to pick-up and remove items of upgraded equipment, IKON does not assume any obligation, payment or otherwise, under your lease agreement, which shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you under your lease agreement.

Equipment Leased by Customer from a Third Party. Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between IKON and/or IKON Financial Services, IKON agrees to pay to (A) the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee")), or (B) the Payee identified below, an amount ("Buy Out Amount") equal to _____, to pay off and/or reduce Customer's obligations owing under that certain equipment lease agreement no. _____ ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease ("Equipment").

W-9 included Third Party Quote or Proof of Buyout Amount attached

Mailing Method Mail Check (Regular) Overnight Check

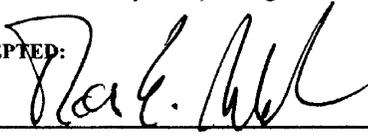
Payee Name: _____ Vendor Code: _____
 Address: _____
 City, State, & Zip Code: _____
 Attention: _____

Distribution Code (for 3rd party transaction): _____

The Buy Out Amount represents the total amount payable by IKON for such purpose. IKON shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold IKON harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

AGREED AND ACCEPTED:

CUSTOMER

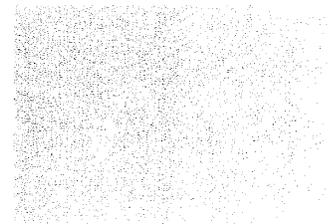
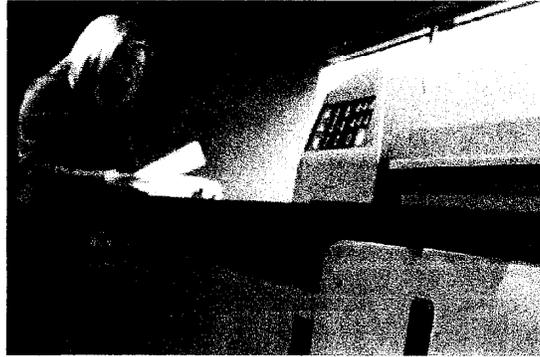
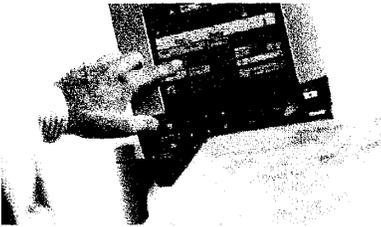
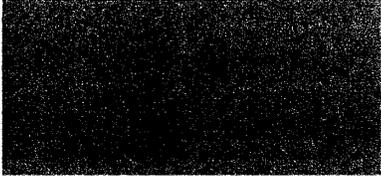
By: 
 Name: Ron E. Williams
 Title: Village Manager
 Date: _____

IKON OFFICE SOLUTIONS, INC.

Prepared By: _____
 Approved By: _____
 Name: _____
 Title: _____
 Date: _____



State and Local Government Master Agreement



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EXHIBIT A

Form of Legal Opinion

(This form is not to be executed, but is to be retyped on the letterhead of counsel)

To: IKON OFFICE SOLUTIONS, INC.

RE: Schedule No. _____ ("Schedule") to Master Agreement No. _____ between
IKON Office Solutions, Inc. and _____.

Ladies and Gentlemen:

I am counsel to _____ (the "Customer"). I am familiar with the above referenced Schedule by and between IKON Office Solutions, Inc. ("IKON") and the Customer relating to the lease of certain equipment identified therein (the "Equipment"). Based on my examination of the Schedule and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is in my opinion that:

1. The Customer is _____ or a lawfully constituted political subdivision or agency thereof and is authorized by the Constitution and laws of the State of _____ to enter into the transaction contemplated by the Schedule and to carry out its obligations thereunder.
2. The Schedule set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement enforceable in accordance with its terms, except as such enforceability may be limited by insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equitable principles
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by the Customer of the Schedule and the transaction contemplated thereby.
4. The entering into and performance of the Schedule and other related documents will not violate any judgment, order, law or regulation applicable to the Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Customer is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Customer, threatened against or affecting the Customer in any court or before any government commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Customer to perform its obligation under the Schedule.
6. The Equipment is personal property and, when subject to use by the Customer, will not be or become fixture(s) under the laws of the State where the Customer is using the Equipment.
7. All required public bidding procedures regarding an award of this Schedule have been followed by the Customer.
8. The Customer shall be the only entity to possess, operate and use the Equipment during the Term of the Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Date: _____

State and Local Government Master Agreement



CUSTOMER:

Number: _____

Full Legal Name: THE VILLAGE OF PALMETTO BAY

Address: 8950 SW 152 STREET

City: PALMETTO BAY State: FL Zip: 33157 Contact: _____ Phone: _____

Facsimile Number: _____ E-mail Address: _____

This Master Agreement ("Master Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Master Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us", or "our" in this Master Agreement, we mean IKON Office Solutions, Inc. Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355

- Agreement.** We agree to rent to you, and you agree to rent from us, subject to the terms of this Master Agreement, the personal and intangible property described in any equipment schedule (a "Schedule") executed by you and us and incorporating the terms of this Master Agreement by reference. Each Schedule shall be separately enforceable as a complete and independent agreement, independent of all other Schedules to this Master Agreement. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product". The manufacturer and/or vendor of the tangible Product shall be referred to as the "Vendor." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules, Delivery and Acceptance.** Each Schedule that incorporates this Master Agreement shall be governed by the terms and conditions of this Master Agreement, as well as the terms and conditions set forth in such individual Schedule. The termination of this Master Agreement will not affect any Schedules executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three business days after any Product is installed.
- Term, Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not paid within ten days of the due date, you will pay to us, in addition to that payment, ~~a one-time late charge of 5%~~ ^{one time late charge of 5%} of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). You also agree that, except as expressly stated in Section 19 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS MASTER AGREEMENT. All payments to us are "net" and are not subject to set off or reduction.
- Product Location, Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You may elect to separately engage us to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- Taxes and Fees.** In addition to the payments under this Master Agreement, to the extent you are not exempt under applicable law, you agree to pay all applicable taxes, fees, and filing costs related to the use of the Product, even if billed after the end of the term of this Master Agreement or any Schedules. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
- Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Vendor or Software Supplier (as defined in Section 10 of this Master Agreement) with respect to the Product rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR DESIGN THE PRODUCT. YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT THE MANUFACTURER, AND THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with us with respect to any Product, no provision, clause or paragraph of this Master Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against us under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US, YOU RENT THE PRODUCTS "AS-IS". YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
- Loss or Damage.** You are responsible for any theft, destruction of, or damage to, the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the Schedule. You are required to make all 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 Product so that it is in good condition and working order, eligible for any manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of similar age and capability from us.
- Claims, Liability and Insurance.** (a) To the extent permitted by applicable law, the parties to this Master Agreement will defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnifying party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. (b) Because you have sole possession and control of the Product, you are responsible for any damage, injury or loss caused by (or to) the Product resulting from the use, misuse or possession of the Product or any accident or other casualty relating to the Product. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Product for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days' advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you are self-insured with respect to the Product(s), you shall maintain during the term of each Schedule to this Master Agreement a self-insurance program reasonably satisfactory to us and shall provide to us evidence of such program. In the event of loss or damage to the Product, you agree to remain responsible for the payment obligations under this Master Agreement until the payment obligations are fully satisfied.
- Title, Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Master Agreement is a true rental. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Master Agreement and/or any schedule as a financing statement and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
- Software or Intangibles.** To the extent that the Product includes Software or other Intangibles, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Master Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
- Default.** Each of the following is a "Default" under this Master Agreement and all Schedules: (a) you fail to pay any Payment or any other payment within 30 days of its due date, (b) any representation or warranty made by you in this Master Agreement is false or incorrect and/or you do not perform any of your other obligations under this Master Agreement or any Schedule and/or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, or (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or you file or have filed against you any bankruptcy or reorganization proceeding.
- Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Agreement and/or any or all Schedules, or any or all other agreements that we have entered into with you, (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all past due Payments and all other amounts then due and payable under this Master Agreement or any Schedule; and (ii) all unpaid Payments for the remainder of the term of each Schedule plus our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), such unpaid Payments and anticipated value to be discounted to present value at a rate equal to 6% per year to the date of default. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully

* one
time
late charge
as allowed
under Florida
statute
218.74.F.S.

repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (c) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including without limit, Article 2A of the UCC, and at law or in equity; (f) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) demand the immediate return and obtain possession of the Software and release the Software at a public or private sale; (h) cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, to sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limit, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we agree to sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 5 days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. **Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS MASTER AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT** (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep any such obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. If you have entered into a maintenance, service or supply agreement with us, such agreement will remain in full force and effect with us and will not be affected by any such assignment. You agree to acknowledge any such assignment in writing if so requested and to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code, and the regulations promulgated thereunder.

14. **Renewal. Return of Product.** After the minimum term of any Schedule to this Master Agreement, such Schedule will renew on a month-to-month basis unless either party notifies the other in writing at least 30 days prior to the expiration of the minimum term of such Schedule. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. We will bear the shipping charges so long as replacement equipment is selected from IKON. Otherwise, you will bear all expenses of deinstalling, crating and shipping the Product. You will insure the Product for its full replacement value during shipping. You must pay additional monthly payments, at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by our designee or us.

15. **Miscellaneous.** You agree that the terms and conditions contained in this Master Agreement and in each Schedule make up the entire agreement between us regarding the rental of the Product and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order, or other ordering documents, will not modify or affect this Master Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement/schedule identification numbers and/or dates in this Master Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Master Agreement by any representation or warranty not expressly set forth in this Master Agreement. Neither this Master Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Master Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Master Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Master Agreement and each Schedule. If more than one customer has signed this Master Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in the order of maturity, and any remaining excess will be refunded to you.

RW
change to
State of
Florida

16. **Governing Law; Jurisdiction, Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS MASTER AGREEMENT AND ANY SCHEDULES WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED TO RESOLVE

ANY CONFLICT UNDER THIS MASTER AGREEMENT. THE PARTIES TO THIS MASTER AGREEMENT EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER, ANY VENDOR OF THE PRODUCT).

17. **Counterparts, Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to such Schedule, and (ii) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the Uniform Commercial Code. If you sign and transmit a Schedule to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You agree that the facsimile of a Schedule manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. **Essentiality.** During the term of this Master Agreement and any Schedules, the Product(s) will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product(s) is essential to performing such governmental or proprietary functions.

19. **Non-Appropriation/Non-Substitution.** (a) If all of the following shall occur: (i) your governing body fails to appropriate sufficient monies in any fiscal year for rentals or other payments due under any Schedule to this Master Agreement for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product(s) covered by any such Schedule, (ii) other funds are not available for such payments, and (iii) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (b) If a Non-Appropriation occurs, then: (i) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least 60 days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (ii) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Master Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product(s) covered by such Schedule to this Master Agreement, at your sole expense, in accordance with the terms hereof, and (iii) any Schedule to this Master Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (A) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (B) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product(s) as required herein. (c) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

20. **Funding Intent.** You represent and warrant to us that you presently intend to continue this Master Agreement and any Schedules hereto for the entire term of such Schedules and to pay all rentals relating to such Schedules and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedules may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Master Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Master Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

21. **Authority and Authorization.** (a) You represent and warrant to us that: (i) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (ii) you have the power and authority to enter into this Master Agreement and all Schedules to this Master Agreement; (iii) this Master Agreement and all Schedules to this Master Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (iv) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Agreement or any Schedules to this Master Agreement. (b) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us), substantially in the form attached hereto as Exhibit A, confirming the foregoing and other related matters. (c) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Master Agreement and all Schedules thereto. (d) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the dates set forth below.

<p>CUSTOMER</p> <p>By: </p> <p>Authorized Signer Signature</p> <p>Name & Title: <u>Ron E. Williams, Village Manager</u></p> <p>Date: <u>4/27/2009</u></p> <p>Facsimile Number: _____</p>	<p>IKON OFFICE SOLUTIONS, INC.</p> <p>By: _____</p> <p>Authorized Signer Signature</p> <p>Name & Title: _____</p> <p>Date: _____</p> <p>Facsimile Number: _____</p>
--	--



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Choose the supporting invoice option that accommodates your business needs.

SINGLE AGREEMENT OPTIONS

(may have one or many pieces of equipment)

- Standard Invoice
- Multi-Asset Billing Support
- Detailed Invoice Support
 - ___ Agreement Number
 - ___ Cost Center
 - ___ Location Address
 - ___ Department
 - ___ Purchase Order Number
 - ___ Make/Model
 - ___ Serial Number

MULTIPLE AGREEMENT OPTIONS

(may have one or many pieces of equipment)

- Combined Agreement Invoice
Multi-Agreement Billing Support
- Detailed Invoice Support
 - ___ Agreement Number
 - ___ Cost Center
 - ___ Location Address
 - ___ Department
 - ___ Purchase Order Number
 - ___ Make/Model
 - ___ Serial Number

IMAGE MANAGEMENT OPTIONS

(include charges for rent and maintenance, based on customer contracted minimums)

- Standard Invoice – Available for single-asset agreements.
It can be accompanied by Detailed Invoice Support.
- Combined Agreement Invoice
- Detailed Invoice Support
 - ___ Agreement Number
 - ___ Purchase Order
 - ___ Model/Serial
 - ___ Location Address
 - ___ Department
 - ___ Effective Date and Term
- Additional Fields (Select up to 4 of 6)
 - ___ Contact Name
 - ___ Equipment ID#
 - ___ Site Information
 - ___ Cost Center
 - ___ Asset Message
 - ___ Months Run

Quick Steps



STEP 1:

Select Option A, B, or C.

STEP 2:

Choose an invoice support option and place a check in the appropriate box.

STEP 3:

Select the order of the fields for sorting by numbering your preferred order beginning with 1. You may select up to 4 of 6 additional information fields.

STEP 4:

New Customer Information

Preferred Payment Due Date: _____ (up through 30th)

Payment Method. Please circle one of the following options (invoices are not generated with EFT payment method):

Check EFT ACH

Billing Contact: _____

E-mail Address: _____

Phone Number: _____

(____) _____ Ex _____

A customer service representative may contact you for additional billing information.

STATE AND LOCAL GOVERNMENT
Product Schedule
Image Management

Product Schedule Number: _____
State and Local Government
Master Agreement Number: _____

This Image Management Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and THE VILLAGE OF PAMETTO BAY, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

<u>THE VILLAGE OF PALMETTO BAY</u>				Product Location			
Customer (Bill to) <u>8950 SW 152 STREET</u>				Address			
Address <u>PALMETTO BAY, FL 33156</u>				City County State Zip			
City		County		State		Zip	
Customer Contact Name:			Customer Telephone Number:			Fax Number/E-mail Address:	

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
ONE	RICOH MP 6000		
ONE	DOCUMENT FEEDER		
ONE	FINISHER WITH ON LINE STAPLER		
ONE	PRINT/SCAN BOARD		

PAYMENT SCHEDULE

Minimum Term (mos.) <u>36</u>	Cost Per Image \$ _____	Cost of Additional Images \$ <u>0.0075</u>	Guaranteed Minimum Monthly/Quarterly/Other Images <u>25,000</u>	Meter Reading/Billing For Additional Images <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
Minimum Payment Without Tax \$ <u>417.00</u>	Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		Advance Payment (with tax) \$ _____ <input type="checkbox"/> Apply to 1 st Payment <input type="checkbox"/> Other	

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum(s) Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form. If the term hereof exceeds 12 months, the Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12-month period.
- You have applied to us to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any month/quarter/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any) are: _____

CUSTOMER

X Ron E. Williams Title: Village Mgr Date: 4/27
Authorized Signer
(Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.

X _____ Title: _____ Date: _____
Authorized Signer
(Authorized Signer's printed name)

Ron E. Williams



Image Management Commitments

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all the services described below and is responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the first 12 months of the term of the Schedule. If the minimum term exceeds 12 months, the Image Management Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12-month period.

SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered Products and soft-metered Products), excluding staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

GUARANTEED RESPONSE TIME

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

UPTIME PERFORMANCE GUARANTEE

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during normal business hours, excluding weekends and IKON-recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Products available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Schedule to which these Guarantees relate, IKON will, upon your request, review your image volume. If the image volume has moved upward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term

equal to that of the original Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower cost per image and payment.

UPGRADE GUARANTEE

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's election, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

MISCELLANEOUS

These Guarantees do not cover repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or similar factors beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages hereunder. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

STATE AND LOCAL GOVERNMENT
Product Schedule
Image Management

Product Schedule Number: _____
State and Local Government
Master Agreement Number: _____

This Image Management Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and THE VILLAGE OF PAMETTO BAY, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

<u>THE VILLAGE OF PALMETTO BAY</u>				Product Location _____			
Customer (Bill to) <u>8950 SW 152 STREET</u>				Address _____			
Address <u>PALMETTO BAY, FL 33156</u>				City _____ County _____ State _____ Zip _____			
Customer Contact Name: _____		Customer Telephone Number: _____		Fax Number/E-mail Address: _____			

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
ONE	RICOH MP 6000		
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Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum(s) Attached: Yes (Check if yes and indicate total number of pages: _____)

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CUSTOMER
X  Title: Village Mgr Date: 4/27
Authorized Signer
Ron Williams
(Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.
X _____ Title: _____ Date: _____
Authorized Signer
(Authorized Signer's printed name)

Image Management Commitments

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Select Year: 2008[Go](#)

The 2008 Florida Statutes

Title XIV
TAXATION AND
FINANCEChapter 218
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS[View Entire
Chapter](#)

218.74 Procedures for calculation of payment due dates.--

(1) Each local governmental entity shall establish procedures whereby each payment request or invoice received by the local governmental entity is marked as received on the date on which it is delivered to an agent or employee of the local governmental entity or of a facility or office of the local governmental entity.

(2) The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.

(3) If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.

(4) All payments, other than payments for construction services, due from a local governmental entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

History.--s. 4, ch. 89-297; s. 4, ch. 95-331; s. 4, ch. 2001-169.

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