

RESOLUTION NO.: 137-2007
INTRODUCED BY: Gambatese

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AND SERVICES AGREEMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR PHOTOCOPY EQUIPMENT FOR USE BY THE DIVISION OF POLICE.

WHEREAS, Council has heretofore authorized cooperative purchasing through the competitive bids obtained through the State of Ohio Department of Administrative Services Cooperative Purchase Program; and

WHEREAS, the Chief of Police has advised this Council that the City is in need of a new leasing and services agreement for photocopier equipment which can be made through the State Cooperative Purchasing Program; and

WHEREAS, Council has reviewed the need for a new photocopier equipment leasing and service agreement and recommends the same and this Council desires to authorize the procurement of this lease of Ricoh brand equipment through the State Cooperative Purchasing Program from Ricoh Americas Corporation through its authorized dealer, ComDoc, Inc. of 9100 S. Hills Boulevard, Broadview Heights, Ohio 44147.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor be, and he is hereby, authorized to enter into a five-year agreement with ComDoc, Inc. for the lease and services of Ricoh brand photocopier equipment at a cost of \$669.00 per month commencing January 15, 2008 under State Contract No. 7709600307, as part of the State of Ohio's Cooperative Purchasing Program, which agreement is attached hereto as Exhibit A and fully incorporated herein.

Section 2: The Finance Director be, and she is hereby, authorized and directed to appropriate to a proper account a sum sufficient to cover the cost of the agreement set forth in Section 1 above.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED:_____

Daniel J. Ursu, Mayor

APPROVED:_____

ATTEST:_____

Betsy Traben
Clerk of Council

David H. Roche
President of Council

[illegible][illegible]

ComDoc
Master Agreement

Product/Service/Company Name

1. **Termination:** This Agreement shall be terminated if the Company fails to deliver the goods, or if the Company fails to deliver the goods within the time specified in the Agreement. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

2. **Delivery:** The Company shall deliver the goods to the Customer within the time specified in the Agreement. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

3. **Payment:** The Customer shall pay the Company the amount of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late. The Customer shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

4. **Warranty:** The Company shall warrant the goods delivered to the Customer for the time specified in the Agreement. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

5. **Force Majeure:** The Company shall be relieved of its obligations under this Agreement if it is prevented from delivering the goods due to a force majeure event. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

6. **Assignment:** The Company shall not assign its obligations under this Agreement without the written consent of the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

7. **Entire Agreement:** This Agreement shall constitute the entire agreement between the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

8. **Severability:** If any provision of this Agreement is held to be unenforceable, the remaining provisions shall remain in effect. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

9. **Signatures:** This Agreement shall be signed by the authorized representatives of the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

10. **Witness:** This Agreement shall be witnessed by two or more persons. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

11. **Notarization:** This Agreement shall be notarized by a notary public. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

12. **Recording:** This Agreement shall be recorded in the public records. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

13. **Amendment:** This Agreement may be amended by the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

14. **Revisions:** This Agreement may be revised by the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

15. **Supplements:** This Agreement may be supplemented by the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

16. **Interpretation:** This Agreement shall be interpreted in accordance with the laws of the State of New York. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

17. **Choice of Law:** This Agreement shall be governed by the laws of the State of New York. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

18. **Dispute Resolution:** Any dispute arising out of this Agreement shall be resolved by arbitration. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

19. **Waiver:** The Company shall waive its right to a jury trial. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

20. **Assignment:** The Company shall not assign its obligations under this Agreement without the written consent of the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

21. **Entire Agreement:** This Agreement shall constitute the entire agreement between the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

22. **Severability:** If any provision of this Agreement is held to be unenforceable, the remaining provisions shall remain in effect. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

23. **Signatures:** This Agreement shall be signed by the authorized representatives of the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

24. **Witness:** This Agreement shall be witnessed by two or more persons. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

25. **Notarization:** This Agreement shall be notarized by a notary public. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

26. **Recording:** This Agreement shall be recorded in the public records. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

27. **Amendment:** This Agreement may be amended by the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

28. **Revisions:** This Agreement may be revised by the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

29. **Supplements:** This Agreement may be supplemented by the Company and the Customer. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

30. **Interpretation:** This Agreement shall be interpreted in accordance with the laws of the State of New York. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

31. **Choice of Law:** This Agreement shall be governed by the laws of the State of New York. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

32. **Dispute Resolution:** Any dispute arising out of this Agreement shall be resolved by arbitration. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.

33. **Waiver:** The Company shall waive its right to a jury trial. The Company shall be liable for the cost of the goods delivered, and for the cost of the goods not delivered, and for the cost of the goods delivered late.



THE COMDOC ADVANTAGE

DOCUMENT MANAGEMENT AGREEMENT

2006

Revised 1/15/2006

State/Province	Contract/Agreement
Country	Not/Not
City	Address