

Board of County Commissioners Agenda Request

Date of Meeting: March 19, 2024

Date Submitted: March 5, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Georgette Daniels, Assistant County Administrator

Subject: Approval of the Lease Renewal Agreement with Great American Financial Services via Advanced Business Systems

Statement of Issue:

This agenda item seeks Board approval to renew the lease agreement with Great American Financial Services via Advanced Business Systems for an additional thirty-nine (39) months beginning April 1, 2024, through June 30, 2027.

Background:

The Board of County Commissioners has an existing lease agreement with Great American Financial Services to provide copier-leasing services to County departments, the County Courts, and the Property Appraiser's office. The term of the current lease is 60 months (6/28/2019 – 6/28/2024) at a cost of \$3,561.76/month. Advanced Business Services provides the service/administrative functions of the lease and has provided excellent customer services promptly to Gadsden County.

Analysis:

The current leased equipment has experienced a relatively low annual copy count per machine. Due to the low copy count, Advanced Business Services is offering a renewal lease term of 39 months (4/1/2024 – 6/30/2027) at a reduced cost of \$2,000/month. This is a savings of approximately \$61,000 over the course of the lease term. The savings will begin immediately following the formalization of the new agreement.

Fiscal Impact:

The current year's fiscal impact is a saving of approximately \$9,000 and the remaining savings will be spread out over the course of the lease term.

Options:

1. Approve the Great American Financial Services Leasing Agreement renewal and allow the Chairman to sign all related documents.
2. Do not approve.
3. Board Direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

- Great American Financial Services Leasing Agreement Renewal



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO Box 660831, Dallas TX 75266-0831

AGREEMENT NO.: 1965250

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Gadsden, County of DBA Board of County Commissioners

ADDRESS: 5B E Jefferson St Quincy, FL 32351-2405

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Advanced Business Systems Tallahassee, FL

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: As Stated Above (*PLUS TAX)

TERM IN MONTHS: 39 MONTHLY PAYMENT AMOUNT*: \$2,000.00 PURCHASE OPTION*: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.

OWNER ("WE", "US", "OUR") CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation CUSTOMER: (As Stated Above)

SIGNATURE: DATE: SIGNATURE: X DATE:

PRINT NAME & TITLE: PRINT NAME & TITLE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

EQUIPMENT SCHEDULE



AGREEMENT NO.: 1965250

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO.

- 4 Savin IM C6000 Copier
- 10 Savin IM C4500 Copier
- 1 Savin MP 3055SP Copier
- 3 Savin IM 2500 Copier
- 1 Canon imagePROGRAF TM-305 MFP T36 Wide Format
- 2 Savin MP 3555SP Copier

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

Gadsden, County of DBA Board of County Commissioners

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE



DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Customer, under that certain agreement with GreatAmerica Financial Services Corporation ("we", "us", "our"), which agreement is identified in our records as agreement no. 1965250 ("Agreement") hereby acknowledges that Customer has received, or has been granted access to, the equipment and/or software subject to the Agreement (the "Equipment"). If the Equipment requires installation, Customer also acknowledges that the Equipment has been installed and is in good working order. Customer further acknowledges that it has had a reasonable opportunity to inspect the Equipment and represents that the Equipment is satisfactory and fit for Customer's intended use. Customer hereby unconditionally accepts the Equipment and acknowledges that the Equipment has not been accepted on a "trial" basis.

A copy of this Delivery And Acceptance Certificate containing Customer's original or facsimile signature, or other indication of Customer's intent to agree to the terms set forth herein, shall be treated as an original and shall be enforceable for all purposes.

Gadsden, County of DBA Board of County Commissioners
Customer

By: X
Signature

Name & Title of Signer

Date