



## AGENDA STAFF MEMO

**TO:** Honorable Mayor and City Council Members  
**FROM:** Ashley Smith, IT Director  
**DATE:** Submitted on January 14, 2025, for the February 3, 2025, Regular City Council Meeting

Signed by:  
*Ashley Smith*  
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**AGENDA ITEM:** Approval of a Cost Per Image Agreement, Maintenance Agreement, Sales Agreement, and Addendums with Edge Business Systems, LLC for Managed Print Services

### **SUMMARY:**

The City of Milton Information Services Department recommends entering into a contract with Edge Business Systems for Managed Print Services. Following a competitive Request for Proposals (RFP) process, Edge Business Systems was selected as the preferred vendor due to their pricing, the quality and suitability of their proposed hardware, and the capabilities of their management application.

Edge's proposal aligns closely with the department's IT strategy, offering integration with existing systems and ensuring enhanced efficiency and scalability. This alignment, coupled with the cost and technology of the proposed solution, makes Edge the choice for the Managed Print Services needs of the City of Milton's.

The Information Services Department believes selecting Edge Business Systems will improve operational performance and support the city's strategic IT objectives.

### **FUNDING AND FINANCIAL IMPACT:**

Funding for the managed service contract is budgeted in the operating fund for fiscal year 2025.

### **PROCUREMENT SUMMARY (if applicable)**

#### **REVIEW & APPROVALS:**

**Financial Review:** Karen Ellis, Finance Director – January 16, 2025  
**Legal Review:** Jennifer K. McCall, Jarrard & Davis, LLP – January 7, 2025  
**Concurrent Review:** Steven Krokoff, City Manager –

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*Steven Krokoff*  
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#### **ATTACHMENT(S):**

Cost Per Image Agreement, Maintenance Agreement, Sales Agreement and Addendums

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



Agreement No. \_\_\_\_\_

EQUIPMENT DESCRIPTION			
Equipment MFG Model & Description	Serial Number	Accessories	Not Financed Under this Agreement
Xerox C8245			<input type="checkbox"/>
4 Xerox C8230			<input type="checkbox"/>
12 Xerox C415			<input type="checkbox"/>
2 Xerox B415			<input type="checkbox"/>
1 Booklet Maker Finisher for C8245			<input type="checkbox"/>
20 PaperCut MF Licenses			<input type="checkbox"/>
20 Universal Card Readers			<input type="checkbox"/>

**CUSTOMER'S AUTHORIZED SIGNATURE ("You" or "Your")**  
By signing this Agreement, you represent to us that you have received and read the additional terms & conditions appearing on the second page of this two-page agreement.

City of Milton, Georgia

Full Legal Name

DBA Name (if applicable)

Ashley Smith 678-242-2564

Contact Name Phone

Email ashley.smith@miltonga.gov

By: X

Signature of Authorized Signer

Title:

Peyton Jamison, Mayor

Date:

Fed Tax ID:

51-0608862

**TRANSACTION TERMS**

Term 60 months Minimum Monthly Payment\*: \$1,795.83

\*plus applicable taxes

Excess Per Image Billing Preference (monthly if not selected checked)

☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

The following additional payments are due on the date this Agreement is signed by you:

Security Deposit: N/A

Applied ☐ First ☐ Last

Advance Payment\*: N/A

Image Type	Minimum Monthly Number Of Images	Excess Per Image Charge (Plus Tax)
Black & White Images	0	
Color Images	0	

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

Attest/Witness:

Tammy Lowit, City Clerk

Appointed by to form:

Jennifer McCall 15/2025

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City Attorney Date

[CITY SEAL]

**OWNER ("We", "Us", "Our")**

**EDGE Business Systems, LLC**

1350 Northmeadow Pkwy Ste 130 Roswell, GA 30076-4943

**THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to provide you the equipment referenced herein (including any accessories, attachments and additions), excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**

**IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Minimum Monthly Number of Images each period during the term of this Agreement, for each image type. If you make more than the minimum images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Minimum Monthly Payment. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Minimum Monthly Payment and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Minimum Monthly Payment and the Excess Per Image Charges (and, at our election, the Minimum Monthly Payment and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

**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 agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must keep the Equipment free of liens and give us reasonable access to inspect the Equipment and its maintenance and other records. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

**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. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**POSTAGE DEVICES.** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

**LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER 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 and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. This Agreement is binding on you and your successors and assigns. We may furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment.

**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. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages. All indemnities shall survive the expiration or termination of this Agreement. If the Equipment is destroyed, you agree to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us and to include us as an additional insured on the policy. 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 property and liability insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**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

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for 12 months unless a) you provide us written notice, at least 60 days prior to the End Date, of your

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to a location designated by 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, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

**UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. You agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. The parties agree that the original hereof for enforcement and protection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy thereof bearing (i) the original or your 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. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.



## Maintenance Agreement

Customer "Ship To" Address	Customer "Bill To" Address
<b>Company</b> City of Milton , Georgia	<b>Company</b> City of Milton , Georgia
<b>Address 1</b> 2006 Heritage Walk	<b>Address 1</b> : 2006 Heritage Walk
<b>Address 2</b>	<b>Address 2</b>
<b>City / State / Zip</b> Milton, GA, 30004	<b>City / State / Zip</b> Milton, GA 30004
<b>Fed Tax ID</b> 51-0608862	<b>AP Contact</b> : Ashley Kelly
<b>Contact</b> : Ashley Smith	<b>Phone</b> : 678-242-2568
<b>Phone</b> : 678-242-2564	<b>Fax</b>
<b>Fax</b>	<b>AP Email</b> : ap@miltonga.gov
<b>Email</b> : ashley.smith@miltonga.gov	

In consideration of the mutual agreement and Terms & Conditions set forth herein, the above named customer (hereinafter "Customer") and EDGE Business Systems ("EDGE") agree as follows: EDGE agrees to provide service, maintenance and supplies as set forth hereinafter and for the hardware and/or software

### Equipment Detail

Make/Model / Description	Serial Number / ID	Start Meter
XEROX C8245		
Booklet Maker Finisher		
4 Xerox C8230		
1 Xerox B8255		
2 Xerox B415		
20 Universal Card Readers		
20 PaperCut MF Licenses		

☐ See Equipment Schedule for Additional Equipment/Accessories

### Service Agreement Charges

Detail	Volume	Total	Overage Rate
Black-White Base	0		\$0.0070
Color Base	0		\$0.045
Wide Format Base			

**Contract Term (Months):** 60 **Meter Contact:** 0  
**Base Billing:** Monthly **Email:** 0

<b>Equipment Pickup</b>	Yes	<input type="checkbox"/>	<b>Make / Model</b>	<b>Description</b>	<b>Serial Number</b>
	No	<input checked="" type="checkbox"/>			
"Customer" authorizes EDGE Business Systems to pick up equipment listed and remove from site.	<b>Initial:</b>				
	(Authorized if not initialed)				

☐ See Attached Schedule for Additional Equipment Pickup

Printed Name	Customer Signature	Title	Date
Peyton Jamison		Mayor	

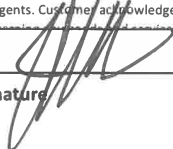
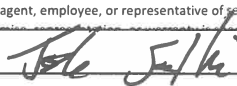
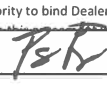
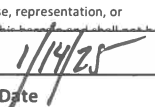
Attest/Witness:

Tammy Lowit, City Clerk

Signed by: Jennifer McCall 1/15/2025  
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 City Attorney Date

## Maintenance Agreement Terms and Conditions

1. Acceptance by Dealer of contract: References made to "Dealer" shall mean EDGE Business Systems, LLC. Machines sold by Dealer are eligible for a service contract immediately. If service contract is requested at any other time, machine must first be inspected by Dealer. Customer shall bear any and all costs necessary to bring machine up to specifications. Machines not sold initially by Dealer which are accepted for a service contract after inspection is not covered for parts the first 45 days. Invoices shall be due and payable by the customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If customer fails to make any payment when due, there will be a service charge of ten percent (10%) of the total amount due or \$50.00, whichever is greater. Customer shall pay a \$20.00 service charge on any and all returned checks. Customer shall pay all collection expenses incurred by Dealer, including but not limited to, court, attorneys and accounting fees, if required.
2. Taxes. Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Dealer's gross or net income.
3. Default. If Customer is in default of any term or condition, seller may cancel this agreement in whole or part at any time upon ten (10) day's written notice. If seller cancels the agreement the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to seller will be invoiced and is payable upon receipt. Any amounts due to the Customer will be applied to any unpaid invoices prior to refund.
4. Business Purpose. Customer warrants and represents that the goods will be used for business purposes, and not for personal, family, or household purposes.
5. Availability. Customer agrees that the goods are subject to availability and seller reserves the right to substitute models of like specification if practicable. Dealer may cancel any order or any part of an order without cause at any time and without penalty, and seller's sole obligation shall be to return any down payment paid by customer. If parts become unavailable for discontinued equipment, Dealer reserves the right to delete said equipment in accordance with the terms of this agreement.
6. Delivery and Installation. Dealer shall use its standard packaging. Dealer shall choose the method of delivery; Dealer reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regards to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacture's specification. At Customer's sole cost and expense, Customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.
7. Title, Identification and risk of loss. The goods shall be identified to the contract, and risk of loss shall pass to Customer when the goods are placed in the hands of the carrier. For goods purchased outright, title will pass to Customer upon payment in full. For goods purchased on an installment payment basis title will pass to Customer on the installation date.
8. Security Interest. Dealer expressly reserves a security interest in the goods until payment in full has been collected and Customer agrees to notify seller prior to relocation of any goods for which seller has a security interest. Customer shall execute any other document, including a financing statement or other document similar to the UCC-1, necessary to protect Dealer's security interest in the goods. Customer authorizes Dealer to file at customers expense any financing statement relating to the goods without Customer's signature except where prohibited by law.
9. Warranties. Dealer warrants and represents that the goods and services of all new copiers and facsimiles sold by Dealer will conform to the description and specification and be free from defects in material and workmanship for ninety (90) days from the date of this purchase. Within this period Dealer will repair said equipment without charge for parts. This ninety (90) day period will not cover labor and supplies normally covered under the Dealer maintenance agreement unless the contract for the maintenance agreement is signed at the point of sale. A \$125.00 per hour fee will apply to all service calls regardless of service needed outside of the maintenance agreement with an upfront one (1) hour minimum.
10. Dealer makes no warranties whatsoever express or implied with regards to the service, the software included with the product or its installation and maintenance, and expressly excludes all implied warranties of merchantability and fitness for a particular purpose.
11. Dealer's liability is limited to the cost of purchased products by the Customer from Dealer. Dealer shall not be liable for any special damages, including but not limited to damages due to loss of data or information of any kind, loss of or damage to revenue, profits or goodwill, damages due to interruption of business, damage to Customer's computers or networks, even if the Dealer has been advised of the possibility of such damages.
12. Dealer makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes. Dealer shall under no circumstances be liable for any special, exemplary, punitive, incidental or consequential damages regardless of the cause. Dealer shall not be liable for failure due to delays occasioned by causes beyond their control including without limitation, strikes, delays by shippers or common carriers, accidents, government acts, or acts of God.
13. Remedy Limitations. The goods shall not be returned to seller for credit without Dealer's written consent. No credit will be given after fourteen (14) days from the date of the invoice. All returns for credit within fourteen (14) days are subject to up to a 20% restocking fee. All costs of return shall be the responsibility of the Customer. Customer's exclusive remedy for breach of warranty shall be replacement or repair of the item or non-conforming parts at the option of Dealer. Customer expressly waives its rights to special, consequential, exemplary, and incidental or punitive damages.
14. Renewal/Termination. This is an annual contract that will automatically renew yearly after the initial period unless cancelled by Customer by certified mail sixty (60) days prior to anniversary date. Said automatic renewal is to provide uninterrupted coverage to Customer. This contract will increase in cost annually by no more than 10% to adjust with equipment age. This agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract as its discretion upon ten (10) day's written notice. If Customer elects to terminate this agreement prior to expiration of the initial term without cause or in the event Dealer terminates this agreement prior to the end of the initial term due to Customer's material breach, Dealer will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. These damages will be calculated as the average of the three (3) most recent billing periods multiplied by the total remaining billing periods, divided by two.
15. Remedial Maintenance. During the term of this agreement Dealer agrees to perform the maintenance and repair that will keep the equipment in good working order and condition, normal wear and tear included. If Dealer is notified by a Customer during the term of the agreement that the equipment is not in good working condition, Dealer will, during Dealer's established service hours make necessary adjustments and repairs including replacement of parts, or replace the equipment versus repair at Dealer's option. Dealer's service hours are 8:00am to 5:00pm Monday thru Friday Eastern Standard Time, excluding holidays. Dealer may from time to time adjust these hours as may be required in the course of business. Service at times other than Dealer established hours may be furnished on "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of Dealer.
16. Dealer will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, including consumables such as OEM and/or recycled toner, developer, drums and fuser rollers within the limits of their suggested yield. (Paper and Staples are excluded). Additional toner requested beyond 125% of manufacturer's specifications is subject to additional charges.
17. Customer Responsibility. Customer will be responsible for the daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, reporting meter reads, etc. (where applicable). It is the Customer's responsibility to provide a key operator who shall be responsible for normal operator functions listed above. In addition, it is the Customer's responsibility to provide Dealer with meter readings as needed. If current meter reading is NOT submitted to Dealer, Dealer will use an estimated meter reading based on service history for billing period. An image is defined as a standard 8 1/2 x 11 single sided print.
18. Customer agrees that Dealer will not be held accountable to make adjustments, repairs or replacements if Dealer is not provided reasonable access to the equipment.
19. Assignment. This agreement shall not be assigned by Customer without Dealer's express written consent. In the event that Dealer assigns any of its obligations under this agreement, Dealer shall remain primarily responsible to perform those obligations. Any claim or defense customer may have relating to those obligations must be asserted on or against seller and not its assignee.
20. Notices. All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
21. Indemnification. Customer shall bear all risk of theft, loss or damage not caused by seller's employees or agents, to all goods installed under this agreement. Customer agrees to indemnify, defend and hold harmless seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or Customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by Dealer.
22. Dealer shall indemnify Customer against any costs, losses, damages or liability incurred by customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by Customer. Customer shall immediately notify seller in writing of such claim or demand. Dealer shall have the sole right to control, and defense, thereof, and Customer agrees that it will not settle any such claim against itself without the prior written consent of Dealer. Provided however, that Dealer shall not indemnify Customer with respect to any claim relating to product(s) which is/are manufactured according to Customers instructions, or modified by Customer or combined with other non-dealer products, equipment, systems and/or processes. Failure of Customer to provide timely notification of claim to Dealer shall relieve Dealer of its obligation to indemnify Customer.
23. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by Dealer authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
24. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
25. Applicable Law. This agreement shall be governed by the laws of the State of Georgia and the Uniform Commercial Code as adopted therein without regards to choice of law principles. In the event of litigation or other proceedings by seller to enforce or defend any term or provision of this agreement customer agrees to pay all costs and expenses sustained by seller, including but not limited to, reasonable attorney's fees.
26. Dealer's Agents. Customer acknowledges that it has been advised that no agent, employee, or representative of seller has any authority to bind Dealer to any affirmation promise, representation, or

			
EDGE Signature	Printed Name	Title	Date





## Sales Agreement

Customer "Ship To" Address		Customer "Bill To" Address	
Company	City of Milton , Georgia	Company	City of Milton , Georgia
Address 1	2006 Heritage Walk	Address 1	2006 Heritage Walk
Address 2		Address 2	
City / State / Zip	Milton/GA/30004	City / State / Zip	Milton, GA 30004
Fed Tax ID : 51-0608862		AP Contact : Ashley Kelly	
Contact : Ashley Smith		Phone : 678-242-2568	
Phone : 678-242-2564		Fax	
Fax		AP Email : ap@miltonga.gov	
Email : ashley.smith@miltonga.gov			

In consideration of the mutual agreement and Terms & Conditions set forth herein, the above named customer (hereinafter "Customer") and EDGE Business Systems ("EDGE") agree as follows: EDGE agrees to provide equipment and services as set forth hereinafter and for the hardware and/or software described herein

### Equipment Detail

Qty	Make / Model / Description	Serial Number	Amount
1	Xerox C8245		Included in Lease Agreement
1	Booklet Maker Finisher		
4	Xerox C8230		
1	Xerox B8255		
12	Xerox C415		
2	Xerox B415		
20	PaperCut MF Licenses		
20	Universal Card Readers		
Details			
Price includes: Delivery / Initial Network Set-Up and Training			
Notes		Subtotal	
		Sales Tax	
		Delivery & Installation	
		Total	

By executing this sales agreement, the undersigned acknowledges that they have read and understand the agreement and certifies authorization to execute this agreement on behalf of the customer.

Printed Name	Customer Signature	Title	Date
Peyton Jamison		Mayor	

Attest/Witness:

Tammy Lowit, City Clerk

Approved as to form:

Signed by: Jennifer McCall 15/2025  
City Attorney 9433591724F148A... Date

## Sales Agreement Terms and Conditions

1. This agreement shall become binding once approved and accepted by EDGE Business Systems, LLC ("Seller") at its home office, and until such time this agreement is merely and offer and not a contract.
2. This order may not be canceled or altered after acceptance without Seller's consent.
3. Provisions of this contract once accepted by Seller constitute the entire agreement between purchaser and Seller and supersede all other written and oral communications between parties. The Seller is specifically not bound by any oral or written representation made by its employees or sales representatives who do not appear herein in writing.
4. Seller, at its option, may terminate this Agreement without prior written notice where invoices are unpaid and overdue or where any of the terms and conditions of this Agreement has been violated by Customer. Customer agrees to pay Seller's costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of amounts due hereunder.
5. Customer agrees to bear all risk of theft, loss or damage, no matter how occasioned, to all equipment installed hereunder.
6. A purchase money security interest is hereby granted to Seller in the property described on the reverse until such time as the account balance is paid in full. In addition title to the equipment remains with Seller until account is paid in full.
7. On each installment in default for a period of more than ten days, the Customer will pay a delinquency charge up to 5% of each installment.
8. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of its obligation to accept remaining installments.
9. Seller shall not be liable for failure to deliver or delays occasioned by causes beyond Seller's control including without limitation strikes, nondelivery by shippers carriers or others, accidents or government acts.
10. Default: In the event the customer shall default on any payments due under this agreement or in the event of any default or breach of the terms and conditions of this agreement, Seller shall have the right to do any one or more of the following: (a) With verbal notice to the customer seller may repossess the equipment wherever found without legal proceedings, and for this purpose Seller or its agents may enter upon any premises under the control or jurisdiction of the Customer or its agents without liability for suit, action or other proceeding by Customer and remove the equipment; (b) Any repossession, resale or release of any equipment by Seller shall not be a bar to the institution of litigation by Seller against the Customer for damages for breach of this agreement.
11. All parties agree that in no event shall Seller be liable to customer for incidental damages, including but not limited to inconvenience, loss of time, or legal liability resulting from loss of use of equipment for any period of time for any reason. There are no warranties, other than those contained in this agreement, including the implied warranties of merchantability and fitness for a particular purpose of this agreement. This agreement constitutes the entire agreement between Seller and Customer and no representation or statement not expressed herein shall be binding on the Seller.
12. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGEMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.
13. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment, unless such losses or injury are caused by us.
14. CONSENT TO LAW, JURISDICTION AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Georgia and shall be governed by and construed in accordance with its laws. If the Seller shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of Georgia. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Seller in relation to such matters. You waive trial by jury in any action between us.

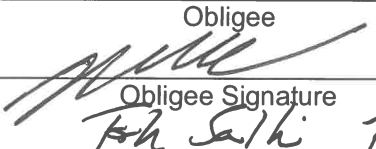
			
EDGE Signature	Printed Name	Title	Date

## State and Local Government Addendum (Georgia)

This is an addendum ("Addendum") to and part of that certain agreement between Edge Business Systems, LLC ("Obligee") and Milton, City Of ("Obligor"), which agreement is identified in Obligee's records as agreement number 3097915 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

Obligor hereby represents and warrants to Obligee that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the Agreement; and that all required procedures necessary to make the Agreement a legal and binding obligation of the Obligor have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term only by Obligor and only to perform such function; (c) 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.

The parties agree that this Agreement shall terminate absolutely without further obligation on the part of Obligor at the close of the calendar or fiscal year, as applicable under state law, in which it was executed and at the close of each succeeding calendar or fiscal year, as applicable, thereafter if renewed. Notwithstanding the foregoing, the parties agree that the Agreement shall automatically renew for an additional twelve-month term, and for successive twelve-month terms thereafter, unless Obligor notifies Obligee of its desire to terminate the Agreement in writing at least thirty (30) days prior to the end of the then-current calendar or fiscal year, as applicable.

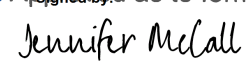
<u>Edge Business Systems, LLC</u> Obligee	<u>Milton, City Of</u> Obligor
By: <u></u> Obligee Signature	By: <u>X</u> Obligor Signature
<u>John S. H. P. B.</u> Print Name & Title	<u>Peyton Jamison, Mayor</u> Print Name & Title
Date Accepted: <u>1/14/25</u>	Date _____

Attest/Witness:

Tammy Lowit, City Clerk

[CITY SEAL]

Approved as to form:

 1/15/2025  
City Attorney Date



**EDGE BUSINESS SYSTEMS, LLC COST PER IMAGE AGREEMENT,  
MAINTENANCE AGREEMENT, AND SALES AGREEMENT**

**ADDENDUM NO. 1**

This Addendum supplements that certain Cost Per Image Agreement, Maintenance Agreement, and Sales Agreement (collectively known as the "Agreement") between **EDGE BUSINESS SYSTEMS, LLC** a Georgia limited liability company with principal office located at 1350 Northmeadow Parkway, Suite 130, Roswell, Georgia 30076 ("Service Provider") and the **CITY OF MILTON**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and Milton City Council, located at 2006 Heritage Walk, Milton, Georgia 30004 ("Customer"), of even date herewith, to add the following provisions thereto:

**1. Conflicting Provisions.**

This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement. No provision of the Agreement shall operate to override the provisions of this Addendum.

**2. Term of Agreement.**

The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the Customer on September 30th of each fiscal year of the underlying term, and further, that this Agreement shall automatically renew on October 1st of each subsequent fiscal year absent the Customer's provision of written notice of non-renewal to Service Provider at least thirty (30) days prior to the end of the then term. Title to any supplies, materials, equipment, or other personal property shall remain in Service Provider until fully paid for by the Customer.

**3. Termination**

Customer may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) days in advance of the termination date.

**4. Sovereign Immunity; Indemnification.**

Nothing contained in the Agreement shall be construed to be a waiver of Customer's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of the Agreement requiring the Customer to indemnify the Service Provider is only valid to the extent allowed by Georgia law. The parties hereto agree and acknowledge that the Customer is under no obligation to procure additional insurance related to the Agreement, including this Addendum.

## **5. Ethics Code; Conflict of Interest.**

Service Provider agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Service Provider certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement. Service Provider and the Customer acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

## **6. Confidentiality.**

Service Provider acknowledges that Customer's disclosure of documentation is governed by Georgia's Open Records Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. Notwithstanding any provision to the contrary, the Customer shall provide advance notice of any disclosure of Service Provider's Confidential Information unless prohibited by law, and shall only disclose as much Confidential Information as is required to be disclosed by any applicable judicial or administrative process, law or regulation.

## **7. Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Service Provider agrees that, during performance of this Agreement, Service Provider, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Service Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

## **8. Governing Law.**

This Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the Customer as a political subdivision of the State of Georgia and as a party to this Agreement.

IN WITNESS WHEREOF, Customer and Service Provider have executed the Agreement, including this Addendum, effective as of this 14 day of January 2025.

**EDGE BUSINESS SYSTEMS, LLC**

By: [Signature]  
Print Name: John Sath  
Title: Partner

ATTEST:

By: [Signature]  
Print Name: John Cosco  
Title: Manager

**CITY OF MILTON, GEORGIA**

By: \_\_\_\_\_  
Peyton Jamison, Mayor

[CITY SEAL]

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

Signed by: Jennifer McCall 1/15/2025  
City Attorney \_\_\_\_\_ Date