

## MASTER CONTRACTOR/SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and **CANON SOLUTIONS AMERICA, INC.** a New York corporation, (hereinafter referred to as "Contractor"), authorized to do business in Florida, whose address is One Canon Park, Melville, NY 11747 this **2nd** day of **April, 2020**.

**WHEREAS**, the City desires to obtain multifunction device equipment, supplies, software and service solutions; and

**WHEREAS**, the City desires to procure these services from Contractor, utilizing existing contract prices provided to County of DuPage, IL (County), pursuant to an Intergovernmental Agreement between the County and the National Intergovernmental Purchasing Alliance (National IPA known known as Omnia Partners); and

**WHEREAS**, the County issued Solicitation No. 18-020-LG, for Multifunction Device Equipment, Supplies, Software and Service Solutions; and

**WHEREAS**, in accordance with its Resolution No. FI-R-0251-18, the County of DuPage, entered into a five (5) year agreement with Contractor for services effective October 1, 2018 through September 30, 2023 (the "Master Contract"); and

**WHEREAS**, the City desires to purchase products and services from Contractor on the same terms, conditions, and pricing provided under the Master Contract, subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law; and

**WHEREAS**, the Contractor agrees to extend the terms, conditions, and pricing of the Master Contract to the City, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. The Contractor shall provide multifunction device equipment, supplies, software and service solutions to the City, in accordance with and pursuant to the same terms, conditions, and pricing of the Master Contract. When requested by the City,

PW

For CITY:

City of Delray Beach  
100 NW. 1st Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

For CONTRACTOR:

Canon Solutions America, Inc.  
300 Commerce Square Blvd  
Burlington, NJ 08016  
Attn: Customer Service Department

With a copy of any notice of default or violation, or a request for indemnification sent by one of the above means to:

Canon Solutions America, Inc.  
One Canon Park  
Melville, NY 11747  
Attn: Legal Division

7. Except as to leasing through Canon Financial Services, Inc. as set forth in the Master Contract, neither this Agreement nor any right or interest herein shall be assigned transferred or encumbered without the written consent of the other Party.

8. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

9. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

a. Contractor shall comply with public records laws, specifically to:

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- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

10. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

11. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

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12 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of the Master Contract located at:  
<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/canon-solutions-america>

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

*Katerri Johnson*  
FOR Katerri Johnson, City Clerk

CITY OF DELRAY BEACH  
By: *Shelly Petrolia*  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

*Lynn Gelin*  
Lynn Gelin, City Attorney

CANON SOLUTIONS AMERICA., INC.

By: *Peter Kowalczyk* 1

Print Name: PETER KOWALCZYK

Title: PRESIDENT

(SEAL)



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_ OR Produced Identification  
Type of Identification Produced

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

<sup>1</sup> Given State of Emergency, if notary cannot be provided, signature and authority for signature will be accepted as substitute.

## Triestman, Ilyse

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**From:** Triestman, Ilyse  
**Sent:** Wednesday, May 13, 2020 9:40 AM  
**To:** Graikowski, Beverly  
**Cc:** Agenda Coordinator  
**Subject:** Fwd: Item 7.L.2. #20-290 Canon

Good morning FYI please refer to below and kindly advise further. Thank you.

Sent from my iPhone. Please forgive brevity and typos.

Begin forwarded message:

**From:** Michael G King <mking@csa.canon.com>  
**Date:** May 13, 2020 at 9:34:35 AM EDT  
**To:** "Triestman, Ilyse" <triestmani@mydelraybeach.com>  
**Cc:** "Marese, Don" <marese@mydelraybeach.com>  
**Subject:** RE: Item 7.L.2. #20-290 Canon

**\*\*Please be cautious\*\***

This email originated from outside of The City of Delray Beach. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning

Hope you are doing well. Hopefully we are close to getting back to some sort of normalcy.

I wanted to get back with you on your email in regards to the notarization and signed agreement as we had discussed this previously in regards to the current situation that has changed/delayed how things can get completed.

The previous comments in regards to the document were as follows:

**"We are okay with a signature without notary but the signor needs to provide documentation of authority to sign on behalf of the company."** That documentation was provided to your organization.

**Also in the redline on March 30, 2020, Kelly Brandon wrote, "Yes. In lieu of notary, signature and documentation of the authority of person executing the document."**

Please let me know if something has changed and I will go back to that team as I just want to help facilitate everything on both sides



**Michael G King**

Manager, Major Account Sales

**Canon Solutions America, Inc.**

7975 NW 154th Street, Miami Lakes, FL 33016

www.csa.canon.com

mking@csa.canon.com

T 561.997.3265 C 561.617.6819

