

**MJ PHOTOCOPY ENTERPRISES, INC.  
CONTRACT RENEWAL AGREEMENT**

**THIS INSTALLATION AGREEMENT** (“Agreement”) is made and entered into on the date noted below, by and between MJ PHOTOCOPY ENTERPRISES, INC. (hereinafter “MJP”), 14012 NW 82<sup>nd</sup> AVE, Miami Lakes, Florida 33016 and the City of North Miami, with City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, FL.

**WHEREAS**, MJ PHOTOCOPY ENTERPRISES, INC. has installed and services Public Coin-Operated Network Printers, Copiers as well as other related equipment (collectively the “Equipment”), at the locations described in Exhibit “A”; and

**WHEREAS**, MJ PHOTOCOPY ENTERPRISES, INC. has provided continuous service at the North Miami Public Library located at 835 NE 132 Street, North Miami FL 33161, since January 2018

**WHEREAS**, the CITY accepts the Equipment upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, accepted and agreed to, the parties intending to be legally bound, hereby agree as follows:

1. During the term hereof, as hereinafter defined, the CITY grants to MJP the right to install, operate and maintain the Equipment in the designated facilities and locations listed and identified on Exhibit “A” attached hereto and made a part hereof (the “Premises”). The CITY shall provide appropriate space and facilities for the Equipment together with electrical outlets, all of which the CITY shall maintain in good repair. The CITY agrees that it will exercise reasonable care to prevent any person from removing, tampering with or otherwise damaging the Equipment. It is agreed and understood that MJP is an independent contractor and retains sole ownership and control of the Equipment.
2. Unless otherwise noted on Exhibit “A,” MJP will provide a complete service program to the CITY, without charge, including supplying all paper, toner parts and service for all of the Equipment. The CITY agrees that all of the supplies and materials will be used solely for the Equipment.
3. The term of the Agreement will be three (3) years commencing as of the date hereof and terminating thereafter (“Term”). Notwithstanding the termination, all payments and commission due hereunder prior to the termination shall be paid in accordance with the provisions hereof. The CITY shall have the right to terminate the Agreement at its convenience upon ten (10) days’ notice to MJP at which time MJP shall promptly remove all Equipment from the Premises.
4. Annual renewal provision: Following the set term, the city may renew this agreement, with 30 day written notice, for an additional 1 year period.
5. MJP will collect all revenue from the Equipment. MJP will pay to the CITY the commission and any other charges, if any, listed on Exhibit “A.” Said commissions will be paid based on the Equipment’s meter readings. No commissions will be paid on administrative, free or service copies. All commissions will be paid on a quarterly basis within thirty (30) days following the end of the applicable calendar quarter. MJP will provide a written report to the CITY with commission payment detailing meter readings, and a summary of copy usage including coin, card, administrative, and service copies (if applicable). The CITY may verify meter readings with MJP at the end of any quarterly period. MJP and the CITY shall mutually determine, from time to time, the vend price to be charged, and the CITY agrees that it will not unreasonably withhold, delay or condition its consent to a vend price increase that is based on increased costs incurred by MJP.

6. Subject to conditions beyond its control, MJP agrees to keep its Equipment in good repair and working condition. Response time to service calls will be four (4) working hours or less. The Library Staff will be responsible for loading paper, clearing minor paper jams and notifying MJP as soon as possible in the event of a problem or malfunction of the Equipment.
7. MJP agrees to assume full responsibility for the Equipment in case of fire, theft, vandalism or other damage. MJP agrees to furnish evidence of insurance, naming the CITY as an additional insured, as follows:

Bodily Injury and Property Damage  
\$500,000 Combined Single Limit  
Including Product Liability  
Personal Injury \$500,000

The CITY shall be promptly notified of any changes or cancellation of such insurance.

8. It is agreed and understood that the CITY shall have the right to cancel this Agreement if an "Event of Default" occurs. An Event of Default means a petition by MJP or an involuntary petition into bankruptcy, or to be declared bankrupt or insolvent, or the failure of MJP to maintain the Equipment as required by this Agreement, or the failure of MJP to perform any requirements of this Agreement, and such failure for any or all of the above listed conditions continues for more than thirty (30) calendar days after receipt of written notice (the "Notice") from the CITY to correct the conditions(s) therein specified. Upon receipt of Notice, MJP shall forthwith endeavor to correct the noticed conditions and shall notify the CITY of the corrective action taken, and upon completion of the corrective action, the Notice shall be deemed satisfied and the Event of Default cured.
9. Any Notice to be given hereunder by either Party to the other must be in writing and may be effective either by personal delivery or by certified mail, postage prepaid with return receipt requested. Mailed or delivered Notices shall be addressed to the Parties at the addresses appearing on the first page and if given to MJP, shall be addressed Attention: President and if given to CITY, shall be addressed to the City Manager with copies to City Attorney and the Director of the Library. Notices delivered personally shall be deemed communicated as of the actual receipt thereof; mailed Notices shall be deemed communicated and received five (5) days after the proper mailing of the same.
10. This Agreement shall be governed by and construed under the laws of the State of Florida. The invalidity or enforceability of a particular provision of the Agreement shall not affect the enforceability of any other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
11. ~~This Agreement and Exhibit "A" contain the entire agreement of the Parties hereto and supersede any and all prior agreements, oral or written, and negotiations between said Parties regarding the subject matter herein contained. This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement or any such provision or amendment is sought. This Agreement shall be binding upon and inure to the benefits of the Parties hereto and the respective successors, assigns, heirs, administrators and legal representatives. This Agreement may be assigned by MJP to its financing source(s), for the purpose of securing financing.~~

**EXHIBIT "A"**

1. **Customer:** CITY OF NORTH MIAMI  
776 Northeast 125 Street  
North Miami, FL 33161  
  
**Contact:** *Maritza Santana-Prim, Library Secretary*  
Tel: 305.891.5535 EXT.11006
2. **Term:** Three (3) Years – January 1, 2018 through January 1, 2021
3. **Premises:** CITY OF NORTH MIAMI PUBLIC LIBRARY  
835 Northeast 132nd Street  
North Miami, FL 33161
4. **Listing of Equipment:**

**Public Copiers:** MJP installed in 2017 (Sharp MX-M283N)

- One (1) Coin/Bill operated Copier Station with Document Feeder capability in the Library Premises capable of accepting \$1(one dollar) bills and the new version of the \$5 (five-dollar) bills.
- Office Copier/Scanner:** MJP installed in 2017 (Sharp MX-M354N)
- One (1) Copier Station with Document Feeder and scan capability in the Library Staff Office for internal administrative use. Scan capability for the Library Staff Office copier for internal administrative use. Provided free of charge. Includes maintenance with regards to the copy machine equipment.
- Public Scan to Fax Station:** MJP installed in 2018 (Book Scan Station 3050)
- One (1) Scan to Fax Station with coin/bill-operated equipment capable of accepting \$1(one dollar) bills and the Latest version of the \$5 (five-dollar) bills.
5. **End-User Vend Pricing:**
    - **Black and White** vend price will be charged \$.15 per copy for legal and letter size copies.
    - **Staff Copies** price will be charged \$.03 for legal and letter size copies/print after allowance.
    - **Domestic (US, Canada) Scan to Fax** will be charged at \$0.50 for every page for Letter and/or Legal Size Pages.
    - **International Faxes** will be charged at \$2.00 for every page for Letter and/or Legal Size Pages.

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6. **Administrative or By-Pass Copies:**

MJP will allow the CITY Library (Library Staff) 1,200 free administrative copies or prints quarterly via a bypass key or account. Administrative copies made in excess of the quarterly allowance will be charged at \$.03 per copy. This includes copiers and printers.

7. **Commission:**

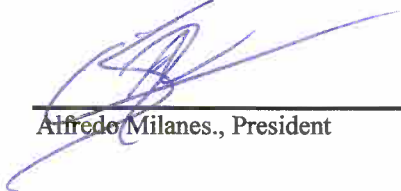
MJP will pay to the CITY Library a Commission of 10% (ten percent) net of sales tax, on all copies, prints and fax or credit card faxes sold and produced. No commission will be paid on service copies or administrative copies.

8. **Other:**

- A. MJP has the right to remove all equipment if other vended equipment is placed within the Premises
- B. MJP agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement, the services provided or as a result of the negligence of MJP, its employees, agents, or assigns. MJP shall pay all claims and losses of any nature, and shall defend all suits, on behalf of the City, its officers, employees or agents when applicable and shall pay all costs and judgments which may issue. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on City's liability as set forth in Section 768.28, Florida Statutes
- C. MJP agrees to indemnify and hold the CITY harmless from any and all claims, suits, actions, damages, causes of action, or attorneys' fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of, or as a result of the negligence of MJP, its employees, agents, or assigns.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it by and through their duty authorized representatives, under seal, as of the day and year written below.

**MJ Photocopy Enterprises, INC.**



Alfredo Milanes., President

**CITY OF NORTH MIAMI**

DocuSigned by:



8/7/2018

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Larry M. Spring, Jr., City Manager

ATTEST:

DocuSigned by:



8/8/2018

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Michael A. Etienne, Esq.  
City Clerk

Approved as to Form and  
Legal Sufficiency

DocuSigned by:



8/2/2018

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Jeff P. H. Cazeau, Esq.  
City Attorney