## RESOLUTION NO. 2018- <u>2510</u>

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A SERVICE CONTRACT WITH POSTALOGIC, LLC AND AN EQUIPMENT LEASE AGREEMENT WITH WELLS FARGO VENDOR FINANCIAL SERVICES, LLC FOR MAIL PROCESSING EQUIPMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") wishes to upgrade its United States Postal Service mail processing equipment to a digital system ("Equipment") serviced by Postalogic, LLC ("Postalogic") and leased by Wells Fargo Vendor Financial Services, LLC ("Wells Fargo"); and

WHEREAS, Postalogic has agreed to provide service on the Equipment, pursuant to the Service Contract as attached hereto as Exhibit "A" ("Service Contract"); and

WHEREAS, Wells Fargo has financed the Equipment and has agreed to provide the Equipment based on the terms and pricing set forth in the Lease Agreement attached hereto as Exhibit "B" ("Equipment Lease"); and

**WHEREAS**, the Town Commission finds that the acquisition of the Equipment is necessary and is in the best interest and welfare of the Town and wishes to approve the Service Contract and the Equipment Lease, in substantially the forms attached hereto as Exhibit "A" and Exhibit "B" respectively.

# NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Service Contract between the Town and Postalogic, substantially in the form attached hereto as Exhibit "A," is hereby approved. The Equipment Lease between the Town and Wells Fargo, substantially in the form attached hereto as Exhibit "B," is hereby approved. The Town Commission authorizes the Town Manager to execute the Service Contract and Equipment Lease on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

<u>Section 3.</u> <u>Implementation.</u> The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Service Contract and Equipment Lease.

**Section 4. Effective Date.** This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 12th day of June, 2018.

Motion by COMMISSIONLY HAYUKIN.
Second by VICE MAYOR GIELCHINSKY.

#### FINAL VOTE ON ADOPTION

Commissioner Barry Cohen
Commissioner Michael Karukin
Commissioner Tina Paul
Vice Mayor Daniel Gielchinsky
Mayor Daniel Dietch

Daniel Dietch, Mayor

ATTEST:

Sandra Novoal MMC, Town Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

	Lease Purchase Agreement #					
EQUIPMENT						
Equipment MF PostBase Semi-autom	G Model & Description natic sealer & WiFi	Serial Number	Accessories			
See attached schedule for	or additional Equipment / Accessori	es	-			
Billing Address: 9293 F	HARDING AVE, SURFSID	DE, FL 33154				
Equipment Location:						
SUPPLIER		TRANSACTION TERMS				
Postalogic, LLC 2077 N Powerline Rd		Purchase Option: \$1.00  Lease Payment: \$125 (plu	Lease Rate %:(Must complete for AR, GA, MD, NH, NJ, NM, TX, WI)  Lease Rate Factor:(Must complete for all other states)  Is applicable taxes) Term:			
Pompano Beach, FL 3	1		arterly Semi-Annually Annually (Monthly if not checked) are due on the date this Lease is signed by you:			
		Advance Payment: \$ (	plus applicable taxes) Applied to: First Last			
		Document Fee: \$75.00 (included of	on first invoice)			
LEASE. YOU ARE AWARE OF THE NAT RIGHTS. WE MAKE NO WARRANTIES	ME OF THE MANUFACTURER OF EACH TO YOU, EXPRESS OR IMPLIED, AS T	H ITEM OF EQUIPMENT AND YOU WILL TO THE MERCHANTABILITY, FITNESS FO	SNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY R A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE SS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.			
OR ACCOUNTING TREATMENT OF THIS	S LEASE AND YOU ACKNOWLEDGE THA	AT WE ARE AN INDEPENDENT CONTRACT	NITY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX FOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, ER LEASE TERM FOR ACCOUNTING PURPOSES.			
ANY REASON WHATSOEVER. BOTH PAPRINCIPAL PLACE OF BUSINESS AND MONEY LAUNDERING ACTIVITIES, FED	EXCEPT TO THE EXTENT PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FO MY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AN MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS A LICCOUNT. 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 MA					
MONEY, EXTEND CREDIT OR TO FORB	EAR FROM ENFORCING REPAYMENT O SAPPOINTMENT, ANY AGREEMENTS V	OF A DEBT INCLUDING PROMISES TO EXT VE REACH COVERING SUCH MATTERS A	ERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN END OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND RE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE			
properly or associated services such as peri- interest in the Software and you will comply the entering into any Software License with the So- require. If you signed a purchase order or seplacements, replacement parts, substitution 2. LEASE PAYMENTS. You agree to remit the form of company checks (or personal chromit such forms of payment to us. Payment in any freight, delivery, installation and other expreflect any reconfiguration of the Equipment on NON-APPROPRIATION OF FUNDS. You into the Temporal of the Equipment or for equipment while and there is no other legal procedure or avail accordance with Section 12 of this Lease and which funds shall have been appropriated and for the fiscal period, (b) such non-appropriate that these restrictions shall not be applicable that these restrictions shall not be applicable that these restrictions shall not be applicable.  3. LEASE CHARGES. You agree to: (a) paimposed upon Lessor's purchase, ownership, incurred in enforcing this Lease; and (d) pay federal income tax purposes, the parties here benefits available to the owner of the Equipment.	iodic software licenses and prepaid databas troughout the Term of this Lease with any lice oftware Supplier no later than the Commence similar agreement for the purchase of the E s., add tions and repairs to the Equipment shi to us the Lease Payment and all other sums vo ecks in the case of sole proprietorships), dire in any other form may delay processing or be benses we finance on your behalf at your requirance or adjustments to reflect applicable sales taxe end to remit to us all Lease Payments and other than the sale of the the terminate this Lease and the thin the sale that the payment can be determinate this Lease on the last day of the doubt determinate this Lease on the last day of the doubt determinate this Lease on the last day of the doubt determinate this Lease on the last day of the doubt determinate this Lease on the last day of the doubt determinate this Lease on the last day of the doubt determinate the sale should be doubt determinate the sale should be doubt determinate to do go and the sale of the sale doubt doubt determinate the doubt doubt determinate doubt doubt determinate doubt do	the subscription rights, such intangible property- these and/or other agreement ("Software License intent Date of this Lease. You agree to inspect it squipment, by signing this Lease you assign to full form part of the Equipment under this Lease, when due and payable each Billing Period at the feet debit or wires only. You also agree cash an fee returned to you. Furthermore, only you or your fuest. Lease Payments are due whether or not you for the cost of the Equipment by the manufactur for payments for the full Term if funds are legally did operating funds are not otherwise available to fiscal period for which appropriations were recit the end of your fiscal period, your chief executi fact by you; and (c) you have exhausted all fun fiscal period, equipment performing the same function for restrictions would affect the validity of this Le for which the Equipment is intended, the use, maintenance, servicing, repair or replact for or use of the Equipment and to pay all prem for are obligated under this Lease (the amounts se ou shall be considered the owner of the Equipmen for required under this Lease which you fail to fendorsements on checks you send to us will ne	pment to you ("Commencement Date"). To the extent that the Equipment includes intangible shall be referred to as "Software". You understand and agree that we have no right, title or "I) entered into with the supplier of the Software ("Software Supplier"). You are responsible for the Equipment upon delivery and verify by telephone or in writing such information as we may be useful of your rights, but none of your obligations under it. All attachments, accessories, address we provide to you from time to time. You agree that you will remit payments to us in deash equivalents are not acceptable forms of payment for this Lease and that you will not authorized agent as approved by us will remit payments to us. Lease Payments will include a receive an invoice. You authorize us to adjust the Lease Payments will include a receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to rereardor Supplier.  I available. In the event you are not granted an appropriation of funds at any time during the you to pay Lease Payments and other payments due and to become due under this Lease, or result from an act or omission by you, you shall have the right to return the Equipment in eleved without penalty or expense to you, except as to the portion of the Lease Payments for we officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated dis legally available to pay Lease Payments. If you terminate this Lease because of a nonsease, or functions taking the place of, those performed by the Equipment provided, however, ase. This Section 2 shall not permit you to terminate this Lease in order to acquire any other erment of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally items and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses it forth in clause (a) through (d) being collectively referred to as "Lease Charges"). For U.S. ent and we shall in no event be liable to you if you fail to secure any U.S. federal incom			
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Continued on Page 2			
LESSOR ("We", "Us")		LESSEE ("Y	ou")			
Postalogic, LLC		SURFSID (Lessee Full L	PE, TOWN OF egal Name)			
By: X		By: X				
Name:		Name:	Title:			
Title:	Date:	Date:	Federal Tax ID 59-6000434			

#### AMENDMENT TO LEASE PURCHASE AGREEMENT

THIS AMENDMENT TO LEASE PURCHASE AGREEMENT is by and between SURFSIDE TOWN OF, as Lessee, and POSTALOGIC, LLC, as Lessor.

#### **BACKGROUND**

- A. By that certain Lease Purchase Agreement, # 9681738-001, dated \_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Lease Purchase Agreement ("Lease").
- B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.
- C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

- 1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.
- 2. The third sentence in the third paragraph in bold, which is located on the front (or page 1) of the Lease, shall be amended to read as follows:

"THIS LEASE SHALL BE GOVERNED BY THE LAWS OF FLORIDA AND DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF FLORIDA."

3. LEASE PAYMENTS. The eighth sentence of Section 2 of the Lease, which reads as follows, shall be deleted in its entirety:

"You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier."

- 4. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.
- 5. EFFECT OF AMENDMENT. All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

SURFSIDE TOWN OF	POSTALOGIC, LLC
	TICIA
By:	Ву:
Name:	Name: 75 SIEBER
Title:	Title:VP
Date of Execution:	Date of Execution: 6/5/18

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Pitney	Bowes Order Da	ate:		Cı	ustomer PO:		
Cust	omer Inform	ation:		ner 🗌 No	ew Customer	☐ New I	ocation.
Ship-	-to:			Bill-to:			
WOT	OF SURFSIDE						
9293 F	HARDING AVE						
SURF	SIDE, FL 33154						
					9-6000434		
Conta	ct: MAYTE GA	MIOTEA		Attn: MANA	of CARTA	Lily Alal	90
<b>PH:</b> 3	05-861-4863	FX:		PH:	FX	(:	
Email:	MGAMIOTEA@	TOWNOFSU	URFSIDEFL.GOV	MARTA	O TOWN OFFU	RFSIDEFL	GOV
Orde	er Type: 🗆	Purchase	☑ Lease Co:			Rental	☐ Demo
Spec	ial Instructio	ns: US	PS UPGRADE FRO	M ANALOG TO	DIGITAL &	WIFI	
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QTY	PART NUMBER	Γ	DESCR	IPTION		UNIT PRICE	EXT. PRICE
1		POSTBASE3	0 DIGITAL SEMI-AUTO	MATIC MAIL SYST	ГЕМ		
1		51b INTEGRA	ATED SCALE				
1		NEW ENVEI	OPE SEALER/MOISTE	NER			
1		200 ACCOUR	NTS				
		INCLUDES:					
		DELIVERY,	INSTALLATION AND T	TRAINING			
		DIGIAL USP	S RATE UPDATES				
		POSTAGE RESET	S W/ MULTIPLE PAYMENT OPT	IONS (CHECK, ON-LINE BI	LL PAY, CREDIT CARD)		
		PAY-OFF AN	ND CANCELLATION O	F CURRENT LEASE			
	**	OK TO ADD	FULL MAINTENANCE	(ALL CALLS, PAR	rs & Labor)		
	***	IF CUSTOMER U	PGRADES TO DIGITAL THE CURI	RENT MAINTENANCE BILL	S WILL BE WAIVED OFF		
		SAME PRICE	E FOR NEW DIGITAL M	MACHINE BASE: \$1	25/MONTH		
		UPGRADE T	O FULL MAINTENANO	CE \$52/MONTH			
					7	Subtotal	
Custon	ner Name:				- Shippir	ng/Handling	
			[Please Print Name Clearly]			Tax	
Signati	ure:					Total	
Title:			Date:			iotai	



SERVICE CONTRACT	
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Ver. 5/2016	page 2	10

<b>Va</b> miċ	Taken By:	Rep ID#:		
		Customer PO:		

Customer Ship To:	Bill To:
TOWN OF SURFSIDE	
9293 HARDING AVE	
SURFSIDE, FL 33154	
Contact: MAYTE GAMIOTEA	Attn:
PH: 305-861-4863 FX:	Phone:
Email: MGAMIOTEA@TOWNOFSURFSIDEFL.GOV	
Equipment:	Serial Number:

SLB INTEGRATED SCALE
WIFI
200 ACCOUNTS

Rate: INCLUDED For Period: TERM

Rate: INCLUDED For Period: TERM

Mailing Systems, Folder/Inserters, Software & mail processing Equipment Maintenance Agreement

### **Terms and Conditions:**

1. Postalogic will perform all service calls and will replace, when necessary, any parts to ensure that you equipment

POSTBASE30 DIGITAL SEMI-AUTOMATIC MAIL SYSTEM

- functions at factory quality standards. This contract does not include consumable items, such as: ink cartridges, ribbons, meter tapes, ad plates, software, sponges, brushes, sealer plates, guide plates and print heads. It does not include downloading or adding postage. Updating your system due to a new location, or moving the system is not covered. Overhauls are not considered to be regular maintenance and are not covered by maintenance agreements. Comprehensive service will be performed during regular service calls.
- 2. It is understood that all service is to be performed during normal working hours and does not include weekends or holidays.
- 3. This contract does not cover damage by fire, lightning, flood, abuse, accident, or theft. Postalogic will not be held responsible for repairs made necessary due to misuse, abuse, neglect, vandalism, or service performed by personnel other than those of Postalogic. Original & genuine manufacture's ink must be used in postal machines.
- 4. Postalogic will not be held responsible for delays or inability to provide service caused, directly or indirectly, by strikes, accidents, embargoes, acts of God, or any other event beyond its control.
- This Contract is payable upon receipt. It is not transferable to a third party or refundable. Postalogic reserves the right to withhold service if the
  customer's account is delinquent.
- 6. If order is placed for a customer and then refuses delivery, there will be a 20% restocking fee charged.
- 7. Customers that go beyond recommended usage for a given product design may incur additional service charges.
  - \* Depot Service/Replacement. Includes unlimited phone support. Repair is through replacement. No on-site repair will be provided. Please sign \_\_\_\_\_\_

BY:	BY:
POSTALOGIC REPRESENTATIVE SIGNATURE]	[CUSTOMER SIGNATURE]
TD SIEBER	
[Please Print Name Clearly]	[Please Print Name Clearly]



### **Customer Agreement**

FP Mailing Solutions 140 N. Mitchell Ct, Ste 200 Addison, IL 60101-5629 Tel: (800) 341-6052 www.fp-usa.com

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USTOMER	INFORMATION				01 (11 11 - Add-	# d:#om	ant than Dilling)	
Billing Address			Shipping & Installation Address (if different than Billing)					
Customer: SAME			Customer: TOWN OF SURFSIDE					
Department:			Department:					
Street:			Street: 9293 HARDING AVE					
City: County:		City: SURFSIDE			County: DADE			
State:		Zip:		State: F	L		Zip: 33154	
Tel:		Fax:		Tel: 305-861-4863 Fax:		(30.0000)		
E-mail:				E-mail: MGAMIOTEA@TOWNOFSURFSIDEFL.ORG				
Contact Na	me:				Name: MAYTE G		Α	
Deliver To:		☐ Fulfilled	from Dealer Inventory		Address: 🗹 Same a			
☐ Existing	g Customers Only: check box if	Billing Address	has changed.	☐ Exis	sting Customers Only:	check box i	f Shipping & Install	Address has change
	ORMATION Item#	Item Descrip	ation		Monthly Rate	T	Rental Billing Deli	very (select one)
Quantity 1	P100C/PBASE		e 30 Meter/Base		included		☐ Electroni	c Billing
<u>'</u>	POSTBASE30A		a 30 Attribute Packa	ae	included		✓ Paper Bi	lling
<del>'</del>	PCOLORBBLK (BLACK)	PostBase		.50	included	R	Rental Billing Frequency (select	
<del> </del>	UNL	Unlimited			included		☐ Annual Billing	
<u>'</u>	RGPOST		RateGuard		included		☐ Semi-Annual	
1	PMAINT		Maintenance		included		✓ Quarterly Billing	
	1 100 (114)	1st 3 mo			FREE		Note: If a payment option is not selected	
Term of (	Contract: 63 months	1010111	Total Monthly	Payment \$52.00 will default to Quarterly Paper		Paper Billing.		
www.fp-usa.6 800.341.605	onditions: By signing below, I he com/lerms-conditions are applica 2 and we will provide you with a c R ACCEPTANCE (please co	ble to, and incom copy for your rec	rporated by reference into, this cords.)	rd shipping r agreement.	ates and the additional (If you do not have acc	terms and co	onditions available o ternet, please conta	n the FP website at ct FP directly at
	Acceptance of Terms	impiete ali lie	(43)	Dealer In	formation			
				Dealer Name: POSTALOGIC Dealer #: 86			Dealer #: 8690	
	of Authorized Representative:			Address: MIAMI, FT LAUDERDALE, WEST PALM			LM	
Tel:	-6000434		Slate: FL	Tel: 305-654-3344 Fax:				
			State. • =	Sales Representative Name:				
Authorized Signature: X		Sales Representative: X			Dale:			
Date:								
	NTERNAL USE ONLY					Promo Cod	le:	
☐ New Cus			Lease Company:			1.0.12.00.00.00.00.00.00.00.00	ode: P30A	
	Customer Name Change		Major Account					pproval (altach copy)
	From: ANALOG DM300		GSA Contract No.:				o.:	
	(no change of equipment)		Master Billing Acct. No.:				® Location: (letter mu	
- Change of Camerany			Master Postage Acct. No.:	Dr. F O. Westerland				
Existing Account No.: Master Postage Acct. No.:			Lax-Exempt Ceruncate Attach					

Existing Account No.: \_



Thinking Further 2077 North Powerline Road, Suite 2, Pompano Beach, FL 33069 tel 954.974.7410 | fax 954.974.2737 | www.postalogicmailing.com

### **Customer Check Request**

As part of an order agreement between Postalogic and the	
Company: SURFSIDE, TOWN OF, Postalogic agrees to give the	
Customer a check in the amount of $$3,000.00$ , which represents a payment	
for:	
Postalogic will make the Check payable to:	ey Bowes Global Financial
This payment constitutes only part of an agreement between Postalogic and the Company listed above. The remainder of the agreement is represented on a separate order form and all terms and conditions of the total agreement will be found on that order form.	
Customer:	
Signature:	Date:
Printed Name: :	Title:
Postalogic: Signature:	Date: 6/5//8 Title: VP
Printed Name: : TD SIEBER	Title: VP