

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2023-106**

BE IT RESOLVED, upon recommendation of Judge/Executive Keith L. Taul, to authorize the Judge/Executive to approve the Pay for Output Agreement between Lynn Imaging and Hardin County Public Works Department.

BE IT FURTHER RESOLVED, to authorize Judge/Executive Keith Taul to negotiate the terms and conditions and to execute any contracts.

APPROVED, by Hardin County Fiscal Court in its regular meeting on 23 May 2023.



Keith L. Taul
Hardin County Judge/Executive

ATTEST:



Brian D. Smith
Hardin County Clerk



Pay for Output (PFO) Agreement

Customer no. 1005557

Equipment Description HP XL3600ps DR MFP

Contract no. 12750

This PFO Agreement is entered into on 5/12/2023 between Lynn Imaging ("Lynn"), 328 Old Vine St. Lexington, Kentucky 40507 and Hardin County Engineering Dept ("Customer"), 150 N. Provident Way Elizabethtown ky . The Terms and Conditions attached are an integral part of this agreement.

- 1. The Effective Date of this agreement will be the date of installation of equipment by Lynn. The equipment covered by this agreement is identified by description in this agreement.
2. The Initial Term of this agreement will be a period of 48 months from the Effective Date. After the Initial Term, this agreement automatically renews on a month-to-month basis until canceled by either party with thirty (30) days written notice.
3. The equipment, supplies, and services covered by this agreement will remain the property of Lynn at all times. The equipment, software, supplies, and services covered in this agreement are:

Equipment as described above
Service
Ink
Other supplies considered consumables
Premium 20 lb. bond paper of your choice for the printed square feet (SF)

- 4. Lynn will charge 410.28 (the "Base Charge") per month for the current month with a 500 square foot ("SF") printing allowance for buckets 1 and 2 and 3 as defined below. Square foot totals shown on the meters in excess of the SF printing allowance for the previous month will be charged at the rates listed below. Higher priced buckets will be charged up to their SF totals before other buckets included in the allowance.

Bucket:

Table with 2 columns: Bucket number and Rate. Rows include Mono lines (.15), Color lines (.18), Low density lines (.225), High density lines (.39), and Premium color prints (.79).

- 5. Customer may order a supply of vellum or film that will be billed separately at Lynn Imaging prices existing at the time of purchase. Customer can receive quantity discounts on all other media used for the equipment.



Pay for Output (PFO) Agreement

This Agreement, which includes the Terms and Conditions, is the entire agreement between the parties and may not be modified except in writing and signed by both parties.

Accepted by:

Accepted by:

Customer
Hardin County Engineering Dept

Lynn Imaging

Signature _____

Signature _____

Title _____

Title _____

Print Name _____

Print Name _____

Date _____

Date _____

**Cost per Copy Agreement Attachment
Information Sheet**

Customer

Account number

Contract no.

Meter Reading Requests emailed to:

Name

User email address

Phone

Invoices emailed to:

Name

User email address

Phone no.

Supply Orders Credentials:

Name

User email address

Phone no.

Name

User email address

Phone no.

Name

User email address

Phone no.

Terms and Conditions Lynn Imaging

1. Customer understands that the machine will prematurely warn that ink is low. The warnings begin at ink levels that will continue to produce quality prints. Please check your ink levels and do not replace ink until the ink level reaches 2% or lower. You can check the status of the ink levels by following the machine instructions. To keep your printing cost low, this contract assumes you agree to not replace inks early. Replacing ink tanks prior to them reaching 2% or lower could result in additional charges.
2. Each month on the day that corresponds to the Effective Date, Customer will provide Lynn a meter reading. Lynn will charge for the printed SF run since the previous meter reading. Lynn will install, with Customer approval, meter reading software to report meter readings automatically. The software will reduce the time Customer employees spend obtaining meter reads and reporting them. Lynn will send an invoice and an overage statement electronically each month. The attached Information Sheet provides Lynn with required contact information for this purpose.
3. Supplies, including paper, provided under the terms of this agreement are for use only in the equipment specified in and covered by this agreement. Quantities considered by Lynn to be in excess of normal usage are to be returned to Lynn at Lynn's request during the agreement's term. Quantities existing at the termination of this agreement are to be returned to Lynn. Paper and ink/toner will be ordered using the Lynn online ordering system. There is a fee for delivery or shipping of included supplies but not for picking up at one of our locations. The attached Information Sheet provides required contact information for this purpose. Payment with a credit card is subject to a 3% processing fee.
4. Customer agrees to contact Lynn promptly if there is a need for repair or service to the equipment. Service under this agreement will be provided during Lynn's normal business hours, 8:00AM to 5:00PM Eastern Time weekdays. Customer agrees to allow Lynn personnel ready access to this equipment for the purpose of inspection, service, diagnostic reading of printing activity, or removal. Lynn must approve all media and inks used in this equipment. Customer is liable for damages due to unapproved media or inks. Customer agrees not to attempt any repairs on the equipment other than through Lynn's trained technicians. Customer also agrees not to attach any accessory or modify the equipment in any way without receiving Lynn's prior written approval. For the protection of the printheads, machines must remain plugged in to the power source at all times. Customer agrees not to move equipment from the original installation location without notifying Lynn and paying Lynn for the preparation and re-installation of the equipment. Customer is responsible for damage caused by any unauthorized move. Lynn reserves the right to cancel the plan if customer uses media or chemistry that, in Lynn's opinion, is harmful to the equipment, or in Lynn's opinion, the equipment is being abused in any way. Lynn reserves the right to terminate this agreement at any time.
5. Customer agrees to be liable for any damage to the equipment, other than normal wear and tear.
6. This agreement is subject to an annual price increase of up to ten percent (10%) to compensate Lynn for increases in costs.
7. If volume decreases ten percent (10%) or more below volumes estimated in preparation of the terms of this agreement, your base charge or price per square foot or click may increase.
8. Customer agrees that Lynn has the right to withhold the shipment of supplies or the servicing of the equipment at any time the customer's account is over forty-five (45) days past due. At the option of Lynn, if any payment under the Agreement is not paid when due or Customer otherwise defaults under the Agreement, the entire amount outstanding will at once become due and payable. This amount

Terms and Conditions
Lynn Imaging

outstanding will be calculated by determining the number of months remaining on the Initial Term, as of the date of default, multiplied by Customer's Base Charge, plus any invoiced amounts past due. Full performance under this agreement requires complete and timely payment until the natural expiration of the Initial Term. Timeliness of payment is of the essence. Lynn may exercise its option to accelerate during any default by Customer regardless of any prior forbearance.

9. Any of the following events will constitute a default by customer: the failure of the Customer to pay any obligations as and when due, the failure of the customer to comply with the terms of this agreement, a good faith determination by Lynn that the prospect for payment is impaired for any reason, or the insolvency or bankruptcy of Customer. Upon default by Customer, Lynn shall have no obligation to mitigate Customer's damages by renting the equipment to another customer.
10. Should the services of any attorney or collection agency become necessary in connection with enforcing the provisions of this Agreement, Customer agrees to pay a reasonable attorney's fee together with all costs and expenses incident to the collection of amounts due.
11. If this is a PFO Agreement, the parties intend for this to be a lease rental and not a sale. However, if this Agreement is considered a sale, rather than a lease, Customer grants and pledges to Lynn a continuing security interest in the equipment to secure prompt repayment of any and all obligations and to secure prompt performance by Customer of each of its covenants and duties under this Agreement. Such security interest constitutes a valid, first priority security interest in the equipment. Notwithstanding any termination, Lynn's lien on the equipment shall remain in effect so long as any obligations are outstanding.
12. No Warranties: LYNN EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LYNN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE POSSESSION, USE, OPERATION, OR CONTROL OF THE EQUIPMENT, OR ANY LOSS, DAMAGE OR INJURY RESULTING THEREFROM.
13. This Agreement will be governed and construed by the laws of the Commonwealth of Kentucky and the federal laws of the United States of America, without regard to conflict of law principles. The Parties agree that any suit, action or proceeding arising out of, or with respect to, this Agreement will be brought exclusively in the state or federal courts located in Fayette County, Kentucky.