



# City of Grand Island

Monday, March 26, 2012

Council Session

## Item G6

**#2012-76 - Approving a Six Month Agreement for Five City Hall Copiers Maintenance & Supplies with Capital Business Systems Inc./Modern Methods**

Staff Contact: Jaye Monter

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director

**Meeting:** March 26, 2012

**Subject:** Approving Six Month Agreement for Five City Hall Copiers Maintenance & Supplies with Capital Business Systems Inc./Modern Methods

**Item #'s:** G-6

**Presenter(s):** Jaye Monter, Finance Director

## **Background**

On February 27, 2007, Council approved a 36 month Lease Agreement with Modern Methods for five Copier/Printer/Scanners in City Hall for \$48,792.00 with a \$1 buyout at the end of the term. In addition, the City paid a per copy/print cost which amounted to approximately \$10,000 per year for a total of \$78,792.00 for the three year period.

In 2010 and 2011, The City of Grand Island opted to retain the existing copiers and purchased consecutive one year Maintenance Agreements paying only a per copy/print cost per month. The 2011-58 resolution maintenance agreement will end on 4/10/12. With one month remaining the one year agreement has amounted to \$8463.31. The agreement included \$.008904 per copy/print for the (4) LANIER model LD345 (Suite) black copiers and \$.006572 for black copies and \$.0583 color copies for the LANIER LD160C Color copier in the Mailroom.

## **Discussion**

Current usage counts and lifetime expectancy of each copier, has been deemed adequate to renew a six month Maintenance Agreement with Capital Business Systems Inc./Modern Methods for all machines instead of another twelve month agreement. Costs per copy do not differ for six or twelve months. During this six month period Finance will determine if any of the five Copier/Printer/Scanner machines need to be replaced and if so timing and dollars will coincide with consideration in the 2013 budget.

The Agreement states that we agree to pay \$.00979 per copy/print for the (4) LANIER model LD345 (Suite) copiers and \$.00723 black and \$.06413 color copy for the LANIER LD160C Color copier in the Mailroom. The Maintenance Agreement covers all parts, labor, and supplies (excluding paper and staples).

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand.  
The Council may:

1. Approve the six month Maintenance Agreements with Capital Business Systems Inc./Modern Methods.
2. Request Bids to replace Copiers in City Hall

## **Recommendation**

City Administration recommends that the Council approve the six month Maintenance Agreement with Capital Business Systems Inc./Modern Methods for Cost per copy/print of: \$.00979 for model LANIER LD345SP & the cost per copy/print of \$.00723 B/W; \$.06413 /COLOR.

## **Sample Motion**

Move to approve the six month Maintenance Agreement with Capital Business Systems Inc./Modern Methods.



## Maintenance & Supply Agreement

<b>SHIP TO</b>	Customer Name CITY OF GRAND ISLAND	<b>BILL TO</b>	Customer Name
	Address 100EAST FIRST ST,PO BOX1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345sp	I930 ADMIN/LEGAL	74900773	

Contract Term: 6 months. Start: 4/11/12 Month/Day/Year End: 10/11/12 Month/Day/Year

Beginning Meter Reading:

Color: \_\_\_\_\_

Black: \_\_\_\_\_

Other Meter: \_\_\_\_\_

### Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed \_\_\_\_\_ at \$ \_\_\_\_\_)
- Color copies/prints included: \_\_\_\_\_ per ☐ month ☐ quarter ☐ year.  
Additional color copies billed at \_\_\_\_\_ billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: \_\_\_\_\_ per ☐ month ☐ quarter ☐ year.  
Additional black copies billed at .00979 billed ☒ month ☐ quarter ☐ year.
- Approximate toner and ink yields \_\_\_\_\_ color copies per ☐ carton ☐ cartridge ☐ bottle  
\_\_\_\_\_ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at \_\_\_\_\_ ¢ per master. Billing will be completed on a quarterly basis.

*Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.*

**This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.**

Special Provisions: \_\_\_\_\_

X  
Customer Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**CAPITAL BUSINESS SYSTEMS/MODERN METHODS**  
**Maintenance & Supply Agreement**

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

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**Name**

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**Title**

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**Date Approved**





## Maintenance & Supply Agreement

<b>SHIP TO</b>	Customer Name City of Grand Island	<b>BILL TO</b>	Customer Name
	Address 100 East First Street, Grand Island NE		Address
	Telephone # 308-385-5444		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345SP	I964 Finance/HR	75000744	

Contract Term: 6 months. Start: 4/11/12 End: 10/11/12  
Month/Day/Year Month/Day/Year

Beginning Meter Reading:

Color: \_\_\_\_\_

Black: \_\_\_\_\_

Other Meter: \_\_\_\_\_

### Terms of Agreement:

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- Annual Base Rate: (Billed \_\_\_\_\_ at \$ \_\_\_\_\_)
- Color copies/prints included: \_\_\_\_\_ per ☐ month ☐ quarter ☐ year.  
Additional color copies billed at \_\_\_\_\_ billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: 0 per ☐ month ☐ quarter ☐ year.  
Additional black copies billed at .00979 billed ☐ month ☐ quarter ☐ year.
- Approximate toner and ink yields \_\_\_\_\_ color copies per ☐ carton ☐ cartridge ☐ bottle  
\_\_\_\_\_ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at \_\_\_\_\_ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

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Special Provisions: \_\_\_\_\_

X  
Customer Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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**Maintenance & Supply Agreement**

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2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
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9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
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15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
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Name

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Title

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Date Approved





## Maintenance & Supply Agreement

<b>SHIP TO</b>	Customer Name CITY OF GRAND ISLAND	<b>BILL TO</b>	Customer Name
	Address 100EAST FIRST ST,PO BOX1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345sp	1964 BLDG	75000739	

Contract Term: 6 months. Start: 4/11/12 End: 10/11/12  
Month/Day/Year Month/Day/Year

Beginning Meter Reading:

Color: \_\_\_\_\_

Black: \_\_\_\_\_

Other Meter: \_\_\_\_\_

### Terms of Agreement:

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- Black copies/prints included: \_\_\_\_\_ per ☐ month ☐ quarter ☐ year.  
Additional black copies billed at .00979 billed ☒ month ☐ quarter ☐ year.
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Special Provisions: \_\_\_\_\_

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6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
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\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Approved



## Maintenance & Supply Agreement

<b>SHIP TO</b>	Customer Name CITY OF GRAND ISLAND	<b>BILL TO</b>	Customer Name
	Address 100EAST FIRST ST,PO BOX1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345sp	I966 UTILITY	75000818	

Contract Term: 6 months. Start: 4/11/12 End: 10/11/12  
Month/Day/Year Month/Day/Year

Beginning Meter Reading:

Color: \_\_\_\_\_

Black: \_\_\_\_\_

Other Meter: \_\_\_\_\_

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Special Provisions: \_\_\_\_\_

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7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

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**Name**

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**Title**

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**Date Approved**



## Maintenance & Supply Agreement

<b>SHIP TO</b>	Customer Name CITY OF GRAND ISLAND	<b>BILL TO</b>	Customer Name
	Address 100EAST FIRST ST,PO BOX1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD160c	1973 Mailroom	612000928	

Contract Term: 6 months. Start: 4/11/12 Month/Day/Year End: 10/11/12 Month/Day/Year

Beginning Meter Reading:

Color: \_\_\_\_\_

Black: \_\_\_\_\_

Other Meter: \_\_\_\_\_

### Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed \_\_\_\_\_ at \$ \_\_\_\_\_)
- Color copies/prints included: \_\_\_\_\_ per ☐ month ☐ quarter ☐ year.  
Additional color copies billed at .06413 billed ☒ month ☐ quarter ☐ year.
- Black copies/prints included: \_\_\_\_\_ per ☐ month ☐ quarter ☐ year.  
Additional black copies billed at .00723 billed ☒ month ☐ quarter ☐ year.
- Approximate toner and ink yields \_\_\_\_\_ color copies per ☐ carton ☐ cartridge ☐ bottle  
\_\_\_\_\_ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at \_\_\_\_\_ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: \_\_\_\_\_

X  
Customer Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**CAPITAL BUSINESS SYSTEMS/MODERN METHODS**  
**Maintenance & Supply Agreement**

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

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**Name**

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**Title**

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**Date Approved**

RESOLUTION 2012-76

WHEREAS, on February 27, 2007, by Resolution 2007-50, the City of Grand Island entered into a three year lease for the use of copy machines within City Hall; and

WHEREAS, on March 9, 2010 by Resolution 2010-70 the City of Grand Island opted to buy the copiers for \$1.00, and entered into a one year Maintenance agreement for the five copy machines agreeing to pay per copy/print costs at a Cost per Copy of: \$.0084 for model LANIER LD345. The cost for model LANIER LD160C agreed upon per copy/print is \$.0062 B/W and \$.055 COLOR for twelve months The Maintenance Agreement covered all parts, labor, and supplies (excluding paper and staples); and

WHEREAS, on March 11, 2011 by Resolution 2011-58 the City of Grand Island entered into a one year Maintenance agreement for the five copy machines agreeing to pay per copy/print costs at a Cost per Copy of: \$.008904 for model LANIER LD345. The cost for model LANIER LD160C agreed upon per copy/print is \$.006572 B/W and \$.0583 COLOR. The Maintenance Agreement covered all parts, labor, and supplies (excluding paper and staples); and

WHEREAS, it has been deemed adequate to renew the Maintenance agreement for a period of six months; which states that we agree to pay per copy/print costs of: \$.00979 for model LANIER LD345. The cost for model LANIER LD160C per copy/print is \$.00723 B/W and \$.06413 COLOR. The Maintenance Agreement from April 11, 2012 thru October 11, 2012, covers all parts, labor, and supplies (excluding paper and staples); and

WHEREAS, the proposed agreements have been reviewed and approved by the City Attorney's office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the six month Maintenance agreement as stated above by and between the City and Capital Business Systems, Inc./Modern Methods, is hereby approved.

BE IT FURTHER RESOLVED, that the mayor is hereby authorized and directed to execute such agreements on behalf of the City Of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk