

OCT 15 2019

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jim Simpson **TODAY'S DATE:** September 27, 2019

DEPARTMENT: X District Clerk's Office

SIGNATURE OF DEPARTMENT HEAD: X _____

REQUESTED AGENDA DATE: X October 15, 2019

SPECIFIC AGENDA WORDING:

Approval of Termination of Maintenance Contract with Hewlett Office Systems for one District Clerk's Office Copy Machine

PERSON(S) TO PRESENT ITEM: David Lloyd / Chris Taylor

SUPPORT MATERIAL: Letter to Hewlett Office Systems

TIME: 10 minutes **ACTION ITEM:**
WORKSHOP: _____
(Anticipated number of minutes needed to discuss item) **CONSENT:** _____
EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: _____ X _____ **ISS DEPARTMENT:** _____
AUDITOR: _____ X _____ **PURCHASING DEPARTMENT:** _____ X _____
PERSONNEL: _____ **PUBLIC WORKS:** _____
BUDGET COORDINATOR: _____ **OTHER:** Sheriff's Office

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

ROGER HARMON
JOHNSON COUNTY JUDGE

Carla Hester, Administrative Assistant
Rexann Knowles, Budget Coordinator



Abby Nino, Secretary
Amber Neathery, Receptionist

#2 Main St – Johnson County Courthouse, Cleburne, Texas 76033

October 15, 2019

C.M.R.R.R. # 7015-0640-0006-6377-5409

Attn: Office Manager, Philip George
218 F.M. 2280
Cleburne, Texas 76033

Re: Termination of Contract between Johnson County, Texas and Hewlett Office Systems for District Clerk Copier Serial No. HMU11448 only.

Dear Mr. George:

By this letter Johnson County is giving notice that it is terminating the contract for services on District Clerk's Office Copy Machine, Serial Number HMU11448, being a Canon Image Runner Advance 8105 Multifunction machine.

This notice is given pursuant to the provision for termination of contract set forth on Page 2 of the contract executed on April 24, 2017 (attached hereto).

Termination of the contract shall be effective 30 days after Hewlett Office Systems receives this notice.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Harmon".

Roger Harmon
Johnson County Judge



This **EQUIPMENT MAINTENANCE AGREEMENT** ("Agreement") is between Hewlett Office Systems, L.L.C., a Texas company having its principal place of business at 218 F.M. 2280, Cleburne, Texas, 76033, ("HOS"), and CLIENT as identified at the bottom of this document.

1.0 Term: This Agreement shall become effective on the date shown on the reverse page hereof ("Effective Date"), and, unless sooner terminated as hereinafter provided, shall remain in full force and effect for an initial term of 1 years ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall be automatically extended on a year-to-year basis, ~~unless ninety (90) days prior to the expiration date of the Initial Term, or any extended term, a party gives written notice to the other party of its termination of this Agreement as of such expiration date.~~ A Maintenance Period is the time from the Effective Date to the one-year anniversary of the Effective Date, and all subsequent Maintenance Periods shall be measured in one-year intervals. * See "Term Continued" on Page 2.

2.0 "Covered Maintenance" means the Preventive Maintenance and Remedial Maintenance performed by HOS hereunder with respect to the equipment identified on the attached Schedule or Schedules, (hereinafter "Equipment"), during HOS's Hours of Service, as specified on the Schedule or Schedules. "Preventive Maintenance" means preventative service that HOS deems reasonably appropriate and necessary to keep the Equipment operating, and all Preventive Maintenance calls will be made on the CLIENT's premises during HOS's normal working hours, as specified on the Schedule or Schedules. "Remedial Maintenance" means CLIENT initiated maintenance service requests to HOS regarding a problem with the Equipment, which HOS will respond to during HOS's hours of service as outlined in the Schedule or Schedules.

3.0 Exclusions from Covered Maintenance Covered Maintenance does not include:

- a. Maintenance of accessories, attachments, supplies, machines or other devices that are not Equipment items;
- b. Repair of damage from causes other than ordinary use, including without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to HOS specifications;
- c. Changes from original manufacturer's specifications regarding performance of equipment;
- d. Service which is impractical for HOS to render because of alterations in the Equipment made by persons other than HOS without receiving HOS's prior written approval; the connection of Equipment by mechanical or electrical means to another machine or device; or the physical inaccessibility of Equipment;
- e. Any services in respect of software, firmware, networks, or any repair of any damage to Equipment caused by software or firmware, including improper programming; and
- f. Reconditioning required when due to age or excessive use of the Equipment repair and parts replacement cannot keep Equipment in operating condition.

4.0 Standards for Covered Maintenance Service HOS will service and maintain the Equipment in Covered Maintenance at the standards equivalent with the published manufacturer's performance standards. HOS will use replacement parts that shall meet or exceed applicable manufacturer's performance standards. Covered maintenance service will include replacement of unserviceable parts, except for supplies or consumable parts, which may be purchased separately from HOS. All replaced parts shall become the property of HOS. HOS reserves

the right to use repaired parts and subcontractors to provide services hereunder. Under no circumstances shall this agreement be deemed to cover maintenance or support services with respect to any software, firmware, or network program relating to the Equipment.

5.0 Pre-Service Inspections and Repairs HOS may require a pre-service inspection and performance of necessary repairs prior to acceptance of this Agreement as indicated on the Schedule or Schedules. CLIENT agrees to pay for such repairs at HOS's then-current time and material rates. If no pre-service inspection is noted on the Schedule or Schedules, the CLIENT will pay for repairs resulting from a lack of prior service at HOS's then current time and material rates.

6.0 "Billable Call Maintenance" means any maintenance or service, other than Covered Maintenance, performed by HOS and includes, but is not limited to, the following types of maintenance:

- a. Work that is excluded from Covered Maintenance;
- b. Work requested by CLIENT for rearrangement, such as additional wiring, moving other equipment or cables, relocating Equipment or repairing a previously prepared site or station to make it operational;
- c. Electrical work external to the Equipment;
- d. Refinishing of Equipment;
- e. Refurbishing of Equipment;
- f. Purchase of Additional Equipment;
- g. Adding or removing accessories, attachments or other devices;
- h. Work on Equipment caused by maintenance or repair performed by anyone other than authorized HOS personnel or resulting from improper operation by CLIENT personnel;
- i. Work on networks or operating software not listed specifically on the schedule or schedules; and
- j. Specific requests by CLIENT for maintenance in addition to Covered Maintenance services.

7.0 Payment CLIENT agrees to pay the rates as stated on the Schedule or Schedules plus applicable tax rates, in advance. Payment is due prior to the Effective Date and each subsequent renewal date. HOS may assess charges for the purchase of equipment and for late payments. The Equipment Service Contract may be cancelled or suspended by HOS if payment is not received by the due date. Charges for Covered Maintenance are set forth in the attached Schedule or Schedules. Covered Maintenance charges are subject to increase or decrease upon any change in the specifications for Equipment or upon addition of features or attachments for the Equipment. Charges for Billable Call Maintenance are based on the then current Billable Call Rates in effect for the hour or day such service is performed (including, where applicable, night, weekend and holiday rates). These rates are available upon request. There is a minimum labor and travel charge of one (1) hour for billable call maintenance, and these charges will be prorated to the tenth of the hour for labor, which is incurred over one (1) hour. Consumable supply items are not covered by this Agreement, and the supply of these items to the CLIENT will result in additional charges. Effective at the beginning of any Maintenance Period, or at such a time that verified usage differs from contracted usage, HOS may change the charges provided for herein by giving written notice thereof to CLIENT.

8.0 CLIENT Responsibility: CLIENT agrees to provide full and free access to the equipment requiring repairs and to provide a safe

environment in which to work. CLIENT shall not undertake repair, modification, disassembly or adjustment of the equipment without authorization from HOS.

9.0 DISCLAIMER OF WARRANTY: HOS MAKES NO WARRANTY OF ANY KIND, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SUBJECT MATTER HEREOF, MAINTENANCE TO BE PERFORMED BY PURSUANT TO THE TERMS HEREOF, OR PARTS TO BE SUPPLIED HEREUNDER.

10.0 Limitation of Liability: CLIENT agrees that HOS's total liability hereunder, including but not limited to, any alleged negligence of HOS shall not exceed the amount paid for Covered Maintenance by CLIENT to HOS attributable to the particular unit of Equipment directly involved for the three (3) months immediately preceding the occurrence giving rise to any claim by CLIENT. IN NO EVENT WILL HOS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF PROFIT, LOSS OF MONIES DEPOSITED TO OR REMOVED FROM EQUIPMENT OR ANY AFFILIATED COMPONENTS, OR LIABILITY TO THIRD PARTIES, HOWEVER CAUSED, WHETHER BY THE NEGLIGENCE OF HOS OR OTHERWISE.

11.0 Non-Solicitation: During the term of this Agreement, and for a period of one (1) year thereafter, CLIENT agrees not to employ or to induce HOS's personnel or subcontractors, directly or indirectly, to apply for employment without the written consent of HOS.

12.0 Force Majeure: HOS shall not be liable to CLIENT for any delay or failure by HOS to perform its obligations under this Agreement or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of HOS, including but not limited to labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, lightning, shortages of materials,

rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations or orders of any government, agency or subdivision thereof.

13.0 Termination for Bankruptcy: HOS shall have the right at its option to terminate this Agreement by written notice to CLIENT in the event: (i) of an assignment by CLIENT for the benefit of creditors; (ii) of CLIENT's admitted insolvency; (iii) of CLIENT's dissolution or loss of charter by forfeiture; (iv) CLIENT is adjudged bankrupt or insolvent by a United States court of competent jurisdiction; (v) a trustee or receiver is appointed for CLIENT or its assets or any substantial part thereof; (vi) CLIENT files a voluntary petition under any bankruptcy or other similar law providing for its reorganization, dissolution or liquidation or (vii) CLIENT shall consent to the appointment of a receiver or a trustee for itself or its assets or of any substantial part thereof.

14.0 General: This Agreement shall be governed by the laws of the State of Texas and constitute the entire Agreement between the parties hereto with respect to maintenance of Equipment, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to matters set forth herein. It may only be modified by a writing signed by authorized representatives of both parties. The terms and provisions of this Agreement shall prevail over any conflicting, additional or other terms appearing on any purchase order submitted CLIENT at any time. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigned party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains. Notices from the CLIENT of any kind, including relocation or termination are to be sent to HOS, P.O. Box 95, Cleburne, TX 76033, AND by calling HOS AT 866-744-7643.

Effective Date

The foregoing Agreement is hereby approved by the undersigned, at the executive office of the Company, on this 24th day of April, 2017, at Cleburne, Texas.

CLIENT

HEWLETT OFFICE SYSTEMS, LLC

Signature: [Handwritten Signature]

Accepted by: [Handwritten Signature]

Title: Johnson County Judge

Title: Office Manager

Organization's Name: **JOHNSON COUNTY DISTRICT CLERK**

Billing Address: **P.O. BOX 495**

Copier Address Location: **GUINN JUSTICE CENTER
2ND FLOOR
ROOM 204-1/2**

*** TERM CONTINUED:**

After the expiration of the initial one year term, either party may terminate the contract by giving the other party 30 days written notice of such termination. If an annual payment has been made by Johnson County, then such annual payment shall be prorated on a monthly basis and the unexpired portion of the payment shall be returned to Johnson County, Texas.

Schedule A

The following chart documents the Equipment that will be serviced under this Agreement, at what location the Equipment will be serviced, the hours of service for the Equipment, and the price for the covered maintenance for the initial maintenance period of one year.

Hours of Service

Normal hours of service on all non-holiday weekdays are on Monday through Friday from eight in the morning (8:00am) to five at night (5:00 pm). All bank holidays are considered outside of the normal service hours, and these holidays are days recognized by the United States government as holidays for federal employees. Work requested by CLIENT and performed outside of normal working hours will be billed to CLIENT at HOS's then current time and material rates. The provision of these services is denoted by an "A" on the list that follows.

Pre-Service Inspections

HOS will conduct all Pre-Service Inspections that are required (as denoted below by a "Y") within thirty (30) days of the effective date of this Agreement. If CLIENT is not contacted by HOS in writing within thirty (30) days, then all of the equipment will be considered to have passed the pre-service inspection.

Equipment	Serial #	Monthly Rate
Canon Image Runner Advance 8105 Multifunction	HMU11448	\$250.00 Per Month
Copy Machine		\$3,000.00 Per Year
Condition - Used		
Covers Parts, Labor, Service Calls & Toner		
Pages Allowed Per Month - 15,000, (180,000/year)		
Overages - \$.02 Per Copy Billed at End of Contract		
Coverage - 1 Year Contract		

*Does Not Include Paper & Staples. This Contract will include installing the (3) Canon Advance IR8105 Copier Maintenance Kits (\$1,000 Value) scheduled to be replaced at 500,000 pages according to Canon's Periodical Parts Replacement Chart.

Approval-Contract.d
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