

## Election Hardware Maintenance Agreement

*Service*

**Customer** **City of Manitowoc**

**Date** 11/1/2016

**County** **Manitowoc**

**Contact** Jennifer Hudon

**Phone#** 920.686.6951

**Address** 900 Quay ST

**Fax#** 920.686.6959

**C/S/Z** Manitowoc WI 54220-4543

**Service** On-Site

**Email** jhudon@manitowoc.org

**Service Site** Manitowoc/C

**Commencement Date**

**Expiration Date**

**January 1, 2017**

**December 31, 2017**

Contract Type	Hardware Type	Quantity	Serial #'s	Maintenance Fee	Contract #
HMA	Edge	1	49157	\$270	1106
HMA	Edge	1	49158	\$270	1106
HMA	Edge	1	49160	\$270	1106
HMA	Edge	1	49161	\$270	1106
HMA	Edge	1	49162	\$270	1106
HMA	Edge	1	49163	\$270	1106
HMA	Edge	1	49164	\$270	1106
HMA	Edge	1	49165	\$270	1106
HMA	Edge	1	49166	\$270	1106
HMA	Edge	1	51675	\$270	1106
HMA	IIPE NO Modem	1	419452	\$300	1106
HMA	IIPE NO Modem	1	419453	\$300	1106
HMA	IIPE NO Modem	1	419497	\$300	1106
HMA	IIPE NO Modem	1	419498	\$300	1106
HMA	IIPE NO Modem	1	419602	\$300	1106
HMA	IIPE NO Modem	1	419603	\$300	1106
HMA	IIPE NO Modem	1	419604	\$300	1106
HMA	IIPE NO Modem	1	419605	\$300	1106
HMA	IIPE NO Modem	1	419606	\$300	1106
HMA	IIPE NO Modem	1	419607	\$300	1106
HMA	IIPE NO Modem	1	419608	\$300	1106
HMA	IIPE NO Modem	1	419611	\$300	1106

# **Election Hardware Maintenance Agreement Terms and Conditions**

## **Responsibilities of Command Central**

- A. Command Central will provide one annual preventative maintenance inspection (PM) per equipment item each calendar year.
- B. Command Central will provide all parts and labor required to keep the equipment in proper working condition.
- C. Should there be an annual increase, that increase will not exceed 5% per year, unless of unforeseen circumstances or if other services are added to the agreement.

## **Responsibilities of Customer**

- A. Should the Customer not provide all equipment at the designated service site and time, the Customer shall be responsible for shipping costs, (including insurance), to and from the Command Central maintenance facility. Customer will bear all risk of damage or loss to the equipment during the delivery process.
- B. Should the Customer desire equipment service above and beyond the annual preventative maintenance inspection (PM), the Customer shall be responsible for all costs of shipping and labor (including insurance), to and from the Command Central office, where such service shall be performed.
- C. The Customer assumes responsibility to store the equipment in a clean, controlled environment. Equipment that has been subjected to extreme heat, cold, humidity or dust will not be covered under this agreement. Equipment that has been abused, mishandled, dropped, or not used in the manner prescribed in Command Central election guides, training materials or any other online training will not be covered under this agreement. Command Central will not clean exterior covers of the equipment during the PM.
- D. WARNING: The use of any applied adhesive label and/or "sticker" to a ballot for write-in campaigns or otherwise that cause any damage to the equipment or result in additional repair work are not covered by this agreement and will be the responsibility of the Customer.

## **Excluded Services**

- A. The Customer shall bear the costs to repair or replace all batteries (Edges and Prom Packs), ribbons, roll paper, take-ups or any other supplies.
- B. Command Central reserves the right to decline service to any equipment determined to be un-repairable to a maintainable condition.
- C. Reinstatement Fee is \$350/unit plus shipping to/from the Command Central office.
- D. Firmware upgrades themselves are not included in this agreement. Installation of upgrades is included.

## **Termination**

This agreement shall be automatically renewed for another term at the expiration date. This agreement will be terminated when Command Central is specifically notified in writing at least 60 days before the expiration date of the current term. Command Central's technical support is billable at \$150 per hour with a two-hour minimum (\$300).

Annual fees are non-refundable.

## **Force Majeure**

Command Central or Customer shall be excused from performance hereunder for any period Command Central or Customer is prevented from performing their obligations hereunder in whole or in part as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control. In addition, such nonperformance shall not be a ground for termination or default.

## **Waiver**

Any waiver by either party of any provision of this agreement must be in writing, and shall not imply subsequent waiver of that or any other provision.

## **Governing Law**

This agreement shall be construed and enforced with the laws of the State of Wisconsin.

**Wisconsin State Statute §7.23 requires all of your election programming to be backed up electronically and stored for 22 months. As part of this Hardware Maintenance Agreement, Command Central will provide the service of storing a backup of the election programming in a secure environment for the required 22 months.**

Includes: Annual Preventative Maintenance  
Parts, Labor, and Service  
PreLAT and Public Test Support  
Election Day and Night Support  
Electronic Backup (State Statute)  
Election Guide Updates  
Backup Units Available  
Post Election Support/Maintenance

Please see the Terms and Conditions on the reverse side of this document.

Please sign this Agreement and return it with your payment.

Thank you for your business !

**Total of this Agreement**


**\$6,300.00**

**# of Units**

22

**Command Central**

**City of Manitowoc**

**By**   
**Title** President  
**Date** November 1, 2016

**By**  
**Title**  
**Date**

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