



22710 72nd Ave S
Kent, WA 98032
kelleycreate.com

P: 206.284.9100
F: 206.285.4023

MANAGED PRINT SERVICES AGREEMENT – COST-PER-COPY

MPSA INVOICING NO:

CUSTOMER INFORMATION

Customer Name:
Canyon County Information Technology

Address:
1115 Albany St Ste 253

City/State/Zip:
Caldwell, ID 83605

Phone#:
208-454-7300

Fax #:

Primary Contact:
Micki Schlapia

Primary Contact Email:
idadmin@canyoncounty.id.gov

Primary Contact Phone:
208-454-6683

Secondary Contact:
Cristina Martinez

Secondary Contact Email:
Cristina.Martinez@canyoncounty.id.gov

Secondary Contact Phone:
208-454-7406

TERM AND PAYMENT

Term Length: 60 (Months) Start Date: 11/01/2026 End Date: 10/31/2031

Monthly Base Payment Amount: \$

Billing Frequency: ☒ Monthly ☐ Quarterly ☐ Other _____

Overage Billing Frequency: ☒ Monthly ☐ Quarterly ☐ Other _____

Total Consolidated Monthly Image Allowance: Tier 1 B/W: Tier 1 Color:
Tier 2 B/W: Tier 2 Color:

Excess Per Image Charges (plus tax): Tier 1 B/W: \$ Tier 1 Color: \$
Tier 2 B/W: \$ Tier 2 Color: \$

Meter Collection Method: ☒ Printanista ☐ Email: _____

*Refer to equipment schedule on page three of this agreement for description of devices and image allowance/excess image charge tier (when applicable).

Additional Terms:

See attached excel spreadsheet for make, model, Serial, IP address, ID Number, location & rates

IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT, CUSTOMER AGREES TO PURCHASE AND KELLEY CREATE AGREES TO PROVIDE MAINTENANCE SERVICE FOR THE EQUIPMENT IDENTIFIED UNDER EQUIPMENT SCHEDULE OF THIS AGREEMENT. NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR AS AN AMENDMENT TO THIS AGREEMENT AND ARE SIGNED BY CUSTOMER AND AN AUTHORIZED REPRESENTATIVE FOR KELLEY CREATE. AUTHORIZED CUSTOMER SIGNATURE BELOW AND/OR PAYMENT OF THE AGREEMENT RATE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT BY CUSTOMER. THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR KELLEY CREATE.

Rob Davis

Eric Nicolarsen

11/01/2026

SALES REPRESENTATIVE

MPS REPRESENTATIVE

ORDER DATE

CUSTOMER AUTHORIZATION

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ BOTH PAGES OF THIS MPSA AND RETAINED A COPY OF ALL PAGES FOR YOUR RECORDS.

Canyon County Information Technology

X

CUSTOMER

SIGNATURE

PRINT NAME

TITLE

DATE

PROVIDER AUTHORIZATION

Kelley Create Co.

X

PROVIDER

SIGNATURE

Rob Davis

PRINT NAME

Major Accounts Manager

TITLE

10/20/26

DATE

KELLEY CREATE MAINTENANCE AGREEMENT TERMS & CONDITIONS

AGREEMENT. Kelley Create will provide supplies and services under the terms of this Managed Print Services Agreement (the "MPSA" or "Agreement"). The services and supplies will apply to devices ("Devices") as identified on related signed equipment schedules (each, an "Equipment Schedule"). The Devices may include items you already own ("Customer Devices") and/or Devices supplied by us ("Financed Devices"). This Agreement commences once signed by both parties or such later date as we designate.

MAINTENANCE. Provided you are not in default under this MPSA, we shall provide on-site maintenance during our normal business hours (8:00 AM to 5:00 PM, Monday - Friday, excluding Federal Holidays) for any Device or software that has continually been covered under this MPSA. For requested maintenance outside of our normal business hours, rates currently in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostic and maintenance services to utilize the key operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your key operator at no additional charge pursuant to our standard training policies. We shall provide maintenance at no additional cost, unless the required adjustments, repairs, or parts replaced are required due to (i) failure to operate the Devices or software under suitable temperature, humidity, line voltage, or any other specified environmental conditions; (ii) lack of reasonable care, handling, operating, and maintaining the Devices and software, including damage by misuse or mal-intent; (iii) use of the Devices or software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) any alterations to the Devices and software; (vi) the use of damaged materials or those not in compliance with the units' specifications, such as paper or envelopes, (vii) the use of the Devices in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Devices or software; (ix) force majeure events; (x) use of the Devices or software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external causes (all of the foregoing causes collectively the 'Excluded Causes'). We shall perform maintenance necessitated by Excluded Causes at our then current time and materials rate and quote an estimate of the cost for such maintenance in advance if requested by you. For copier and multifunctional devices maintenance, unless the malfunction is caused by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Devices are provided without additional charge; print powder, developer, and/or master cartridges are included with maintenance as indicated on an Equipment Schedule attached hereto.

METER READINGS AND CUSTOMER OBLIGATIONS. You agree that we may install a meter collection system to monitor the meter readings for the Devices. You also agree to provide us true and accurate meter readings for each billing period upon our request. If accurate meter readings are not provided, we reserve the right to estimate your meter readings based upon previous meter readings and bill you based upon such estimates or to send a representative to visually inspect such meter readings, in which event you shall also pay us an additional charge for such site visit. You further hereby agree to: (a) immediately notify us when maintenance is required and provide us with access for inspecting or servicing the Devices or software during our normal business hours; (b) replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of maintenance or cause damage to the Devices; (c) timely accept delivery of the Devices and software; (d) comply with your obligations under this MPSA, including making payments when due; (e) make available a key operator or machine operator, as the case may be, for our standard training in the use of the Devices and software (should this person change, you shall inform us immediately so the new key operator can be trained); (f) provide complete and accurate information pertaining to your computer network and software programs pertaining to the Devices being connected to your network, or software to be provided hereunder; (g) have the area where the Devices are to be installed prepared and ready to receive the Devices prior to delivery, including providing adequate power, analog phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Devices installed upon delivery; (h) accurately complete our site survey for connected Devices and software; (i) have your computer(s) and/or network available and ready to receive any software; (j) abide by the terms of any software license agreements; and (k) execute any required documents to evidence our interests in the Devices, software and supplies.

SOLUTION SALES & SOFTWARE/CONNECTIVITY. Any software shall be licensed to you pursuant to the terms of the license agreement provided with the software. You must complete our site survey prior to installation of any Devices or software that shall be connected to your computer network. In reliance on this information, we will either proceed with the installation, or advise you of problems or potential problems that may limit the functionality or your use of such Devices or software. Once accepted by you, or if the site survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we formulate representation or warranty that we can remedy such problems. Third party software not designated in this MPSA as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third-party provider(s), and we shall not have any obligation or liability for same. Solution sales & software/connectivity support, after initial 30 days, will be charged on an hourly basis.

PAYMENT FOR SERVICES AND SUPPLIES. All of the above stated Base Payment Amount (or an amended or supplemented Base Payment Amount appearing on an Equipment Schedule or other supplemental document), along with the entire Excess Per Image Charge, serves as payment to us for the services and supplies provided by us under this MPSA. You are entitled to use the Devices to make images up to the applicable Image Allowance without incurring Excess Per Image Charges. If your usage of the Devices exceeds the applicable Image Allowance in any month, you will pay us an additional amount equal to the number of excess images made during the month multiplied by the applicable Excess Per Image Charge. However, regardless of the number of images made in any month, you will never pay less than the applicable Base Payment Amount. The Base Payment Amount and Excess Per Image Charges may be proportionately increased if your toner cartridge usage reflects a page yield that is less than 75% of the manufacturer's projected yield. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Any modification or addition to the Devices listed may increase the Base Payment and Excess Per Image Charges. Late payments are subject to a late charge of ten cents for each dollar overdue.

END OF TERM, PRORATIONS AND TRANSFERS. At the end of the term of this MPSA or of any renewal term (the "End Date"), this MPSA will renew on a month-to-month basis unless you provide us with written notice of cancellation at least 30 days prior to the End Date. If Devices are upgraded with equipment purchased from us, any unused portion of amounts already paid to us for service and supplies may be prorated and applied toward a service program for the new equipment. This MPSA may not be assigned by you without our prior written consent. You specifically agree that this MPSA shall not terminate upon your election to sell, transfer or remove from service any Devices covered by this MPSA, unless we agree in writing to terminate this MPSA prior to such sale, transfer or removal from service.

MISCELLANEOUS. This MPSA is the entire agreement between you and us as to the provision of services and/or supplies related to Devices and supersedes any prior representations or agreements relating thereto, including any purchase orders. Modifications to this MPSA must be in a writing signed by each party. This MPSA cannot be terminated by you. If any amount is not paid within 10 days after it's due, or if you breach any other term of this MPSA, you will be in default, and we may (a) discontinue the provision of services and/or supplies hereunder, (b) provide service on "Per Call" basis rates, (c) require C.O.D. payment in full at the time of service (and any supplies) at our "Per Call" basis rates, and (d) take any and all other actions provided by law. You agree to pay our costs and expenses, including reasonable attorney fees, incurred in enforcing this MPSA. You agree to pay interest at the rate of 1.5% per month on any amounts past due. Termination of this MPSA shall have no effect on your obligations under a related Usage Agreement. Such remedies shall be cumulative, and the waiver of any one breach by you shall not be deemed a waiver of any other subsequent breach. This MPSA shall be governed by the laws of the state in which we maintain our principal place of business and any dispute will be adjudicated in a federal or state court located in the County in which we maintain our principal place of business. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and you agree to indemnify our assignee, in any event, against, any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

CUSTOMER INITIALS _____

DATED this 20th day of October, 2026.

BOARD OF COUNTY COMMISSIONERS

X Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<u>✓</u>	_____	_____
 _____ Commissioner Brad Holton	<u>X</u>	_____	_____
 _____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk