

To: Members  
Dunwoody City Council

From: Ginger LePage  
Technology Director

Re: Lease of Three (3) Replacement Printers for Police Department  
Date: 3/23/2026

### **Action**

Authorize the Mayor, City Manager, or designee to execute all documents necessary to lease three (3) replacement printers for the Police Department and approve a not-to-exceed amount of \$50,000.

### **Summary**

The Police Department has three (3) printers that are end-of-life and need to be replaced: Property & Evidence, Investigations, and Patrol. This request is for a not-to-exceed amount of \$50,000, which includes the base lease cost as well as potential additional charges associated with print volume overages (i.e., usage exceeding contracted print counts). Funding will be paid from General Funds account 100-1536.522300.00.

### **Details**

Scope highlights include:

- Lease of three (3) replacement printers for PD operations
- Coverage for standard lease costs
- Coverage for potential additional charges related to printing overages (if print volumes exceed contracted thresholds)

Operational considerations:

- Equipment will be deployed in PD locations as replacements to existing printers
- The not-to-exceed amount is structured to avoid returning to Council for approval if unplanned but allowable overage charges occur during the lease term (within the approved cap), consistent with the "contingency/incidentals" approach used in prior agenda items.

*This document was generated with assistance from GovAI and verified by a human.*

### **Recommendation**

Approve the Action as stated to lease three (3) replacement Police Department printers in an amount not-to-exceed \$50,000 and authorize the Mayor, City Manager, or designee to execute all required documents.





AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: City of Dunwoody

ADDRESS: 4800 Ashford Dunwoody Road Dunwoody GA 30338

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Milner Document Products, Inc. Norcross, GA

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

2 Ricoh IM C3010

1 IM 550F

EQUIPMENT LOCATION: As Stated Above (PLUS TAX)

TERM IN MONTHS: 39 MONTHLY PAYMENT AMOUNT\*: \$885.00 PURCHASE OPTION\*: Fair Market Value

SECURITY DEPOSIT: 0

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

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 must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disble or repossess the Equipment and use all other legal remedies available to us.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. You may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

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. We are not responsible for, and you will indemnify us 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.

OWNER ("WE", "US", "OUR") CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation CUSTOMER: (As Stated Above)

SIGNATURE: DATE: SIGNATURE: X DATE:

PRINT NAME & TITLE: PRINT NAME & TITLE:

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment.

SIGNATURE: X INDIVIDUAL: DATE:

## Amendment

This Amendment amends that certain agreement by and between GreatAmerica Financial Services Corporation ("Owner") and City of Dunwoody ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 3235505 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sentence in the section entitled "ASSIGNMENT" which reads "You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else," is hereby deleted in its entirety and replaced with the following:

"You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations (including but not limited to any obligation to provide service, supplies, or warranties for the Equipment) and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else."

2. The section entitled "LAW/FORUM" is hereby deleted in its entirety and replaced with the following:

"This Agreement and any claim, controversy, or dispute arising out of or relating to this Agreement (including its formation, performance, bread, enforcement, or termination) will be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts-of-law rules. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts of DeKalb County, Georgia, or if federal jurisdiction exists, the United States District Court for the Northern District of Georgia. Each party consents to such venue and personal jurisdiction. Any provision that selects venue based on the party that first files a claim, or otherwise creates a "race to the courthouse," is deleted and of no force or effect. Nothing herein shall be deemed to waive any rights, immunities, limitations, or defenses available to the City of Dunwoody under the Constitution and laws of the State Georgia."

3. The following is hereby added to the section entitled "DEFAULT/REMEDIES":

"Notwithstanding the foregoing, in the event any such dispute is litigated to final judgment, you shall not be obligated to pay our costs and expenses (including attorney's fees) unless we are the prevailing party in such litigation (i.e., we are awarded any amount of monetary damages by the Court)."

4. The following section is hereby added to the Agreement:

"SERVICES/SUPPLIES. A separate Service Level Agreement (SLA) relating to the maintenance, service, supplies, etc. we will provide with respect to the Equipment may accompany this Agreement. Payments under this Agreement may include amounts owed under the SLA, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such SLA or similar arrangement and for the delivery of any applicable supplies. Cancellation of the SLA will not relieve you of your obligations under this Agreement."

(Signature block is to follow on the second page)

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. This Amendment is not binding until accepted by Owner. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Amendment, and (ii) our original manual signature or (b) the copy of this Amendment executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Amendment is maintained or controlled.

**CUSTOMER'S AUTHORIZED SIGNATURE**

<b>(As Stated Above)</b>	<b>X</b>		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

**OWNER'S SIGNATURE**

<b>GreatAmerica Financial Services Corporation</b>	<b>X</b>		
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE ACCEPTED

### State and Local Government Addendum (Georgia)

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("Obligee") and Dunwoody, City of ("Obligor"), which agreement is identified in Obligee's records as agreement number 3235505 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

Obligor hereby represents and warrants to Obligee that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the Agreement; and that all required procedures necessary to make the Agreement a legal and binding obligation of the Obligor have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term only by Obligor and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

The parties agree that this Agreement shall terminate absolutely without further obligation on the part of Obligor at the close of the calendar or fiscal year, as applicable under state law, in which it was executed and at the close of each succeeding calendar or fiscal year, as applicable, thereafter if renewed. Notwithstanding the foregoing, the parties agree that the Agreement shall automatically renew for an additional twelve-month term, and for successive twelve-month terms thereafter, unless Obligor notifies Obligee of its desire to terminate the Agreement in writing at least thirty (30) days prior to the end of the then-current calendar or fiscal year, as applicable.

GreatAmerica Financial Services Corporation	Dunwoody, City of
Obligee	Obligor
By:	By: X
Obligee Signature	Obligor Signature
Print Name & Title	↓
Print Name & Title	Print Name & Title
Date Accepted:	Date



**TONER INCLUSIVE GUARANTEED MAINTENANCE AGREEMENT**

1. Milner Document Products, Inc. is authorized to place under maintenance the listed equipment for a period of one year at the prevailing rates.

3. This agreement shall become binding when it has been accepted by Milner Document Products, Inc. manager or designee, provided however, that if there are modifications to this Agreement, or pricing not standard with the authorized published price schedule, this Agreement is not valid until it has been accepted in writing by the signature of an authorized representative of Milner Document Products, Inc. in Atlanta, GA. In such a one, this is a sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service, or the performance of the service shall not constitute acceptance by Milner Document Products, Inc. of this agreement.

4. Customer acknowledges the following Cost Per Page Click rates:

BW	0.0080	Color (CMYK)	0.0525
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(NOTE: Tabloid/11" x 17 billed as Two Letter/8 1/2" x 11" Clicks)

COMPANY NAME		
City of Dunwoody- Police Department		
CONTACT		
ADDRESS		
4800 Ashford Dunwoody Road		
CITY	STATE	ZIP CODE
Dunwoody	GA	30338
SIGNATURE		
TITLE		
DATE		
2/4/2026		
PO #		
Sales Order #		
91812A		

CONTRACT BEGINNING DATE TBD

Unit	Model	Serial Number	Location	Base Charge	Meter Rate		Meter/Charge/Allowance/Term	Toner		Beginning Meter
					B/W	Color		INC	EXC	
1	IM C3010		Patrol		0.00800	0.05250	Includes all parts, labor & Toner	x		
2	IM C3010		Investigations Area		0.00800	0.05250		x		
3	IM550F		Property & Evidence		0.01400		Each IM C3010 Includes	x		
4			----				1,000 B&W & 500 Color copies			
5			----				per month service base			
6			----				The IM 550F includes 1,000			
7			----				Copies per month service base			
8			----				Excludes paper & Staples			
9			----							
10			----							

11. The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of agreement. The charges on equipment transferred to a different zone during the term of this agreement will be adjusted to the applicable rate for the new zone. Milner must be notified of transfers of ownership and location

12. Applicable sales, use, or property taxes shall be assessed as prescribed by law.

13. Milner Document Products, Inc. makes no warranties, expressed or implied, for merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise, except as herein expressly set out.

14. Customer shall indemnify and save Milner Document Products, Inc. harmless from any and all liability, loss, damage, expense, cause of action, suits, claims for judgments arising from injury to person or property, resulting from or based on actual or alleged use, operation or transportation, of the equipment or its location or condition after it has been delivered to the customer by Milner Document Products, Inc.

15. Repair of damage, replacement of parts (due to other than normal wear), or repetitive service calls caused by the use of incompatible supplies, or service by anyone not duly authorized by Milner Document Products, Inc. is excluded from coverage and will be charged at the standard rates in effect at the time of service.

16. Upon agreement of the parties, additional equipment may be added to this agreement for the remaining term of the agreement. Customer agrees to pay the pro-rated portion of the basic maintenance charge and meter charge (if applicable) that are current at the time additional equipment is added.

17. This agreement excludes any network services and connectivity fees and charges after the initial installation. Network services and connectivity fees are billed at \$180.00 per hr with a 1 hr minimum. IT and network services contracts are available for an additional charge. Please contact Milner for more info.

18. Upon cancellation of this agreement, Milner may charge for any parts or supplies installed within the past 30 days. Customer has the option to return any unused items to avoid additional charges.

5b. Average toner coverage is 6% Black and White and 20% Color. Milner reserves the right to raise the meter charges proportionately for customers who continually exceed these coverages.

6. There will be no additional charge for travel expenses associated with the service performed during Milner Document Products, Inc. normal business hours, except for (1) applicable loan charges and/or (2) those instances where the equipment is not accessible by private automobile. For these exceptions, the actual travel expense and Milner Document Products, Inc. applicable hourly rates and terms then in effect shall be charged.

7. This agreement includes interim calls during normal business hours as reasonably requested, necessitated by causes other than carelessness or improper handling and use of equipment, excluding damage caused by fire, lightning, floods, riots or acts of God. All equipment parts will be replaced without charge excluding damage caused by fire, lightning, floods, riots or acts of God, except those listed in item 8.

8. This agreement includes Black and Color (Cyan, Magenta, and Yellow) Toner, Black and Color (Cyan, Magenta, and Yellow) Developer and Drum. **This excludes staples and paper.** Black and Color (Cyan, Magenta, and Yellow) toner will be shipped to the customer at no charge with the exception of shipping and handling charges. All Systems using like toner must be on an active agreement with Milner.

Once established, this coverage shall not be changed by either party during the terms of this agreement unless agreed to in writing by both parties

9. The basic maintenance charge will be invoiced in advance. Meter charges (if applicable) will be invoiced periodically in arrears. Customer also agrees to pay the meter charge listed herein for the equipment usage in any period in excess of the equipment usage included basic maintenance charge. Payment will be made within terms stated on the invoice. Customer agrees to Milner installing a meter collection utility for the purpose of collecting meters remotely.

10. The customer understands that 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 limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on Milner Document Products, Inc.

## Milner Toner Inclusive Guaranteed Maintenance Agreement

### Amendment

Replaces section # 2 of the agreement

*The term of this Maintenance Agreement is one (1) year. Any renewal must be by mutual written agreement of the parties and will be at the then-prevailing rates.*

*Either party may terminate this Maintenance Agreement for convenience upon thirty (30) days' prior written notice. The City's right to terminate is not conditioned on whether any lease, financing, or equipment agreement remains in effect. Upon termination, the City will pay only for maintenance services properly performed and accepted through the effective date of termination, and no early termination fee, penalty, or liquidated damages will apply."*

Except as specifically modified by this Amendment, all other terms and conditions of the Agreements remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. This Amendment is not binding until accepted by Owner. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Amendment, and (ii) our original manual signature or (b) the copy of this Amendment executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Amendment is maintained or controlled.

**Customer's Authorized Signature**

X \_\_\_\_\_

**Print Name & Title**

X \_\_\_\_\_

Date \_\_\_\_\_

**Milner Authorized Signature**

X \_\_\_\_\_

**Print Name & Title**

X \_\_\_\_\_

Date \_\_\_\_\_