

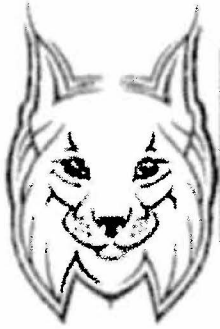
Stanwood Camano School District

TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXEC. DIRECTOR – BUSINESS SERVICES
SUBJECT : COPIER LEASE AGREEMENT - LINCOLN HILL HIGH
SCHOOL
DATE : DECEMBER 6, 2016
TYPE : ACTION NEEDED

Attached is a lease agreement with Xerox Corp. for the replacement of a copy machine at Lincoln Hill High School and a memo recommending board approval from Principal Ryan Ovenell. This contract is similar to those used in the recent past with other schools. The monthly lease payments will be paid from the school building budget. The district has the option to purchase the copier at fair market value at the end of the lease term. The lease and maintenance payments are fixed for the lease term.

Recommendation:

We recommend the board **move to approve the lease agreement with Xerox Corp. as attached for Lincoln Hill High School.**



Lincoln Hill High School

7600 272nd Street N.W. Stanwood, WA 98292

Phone: (360) 629-1340 * Fax (360)-629-1341

Ryan Ovenell, Principal

Date: November 14, 2016
To: SCSD School Board
From: Ryan Ovenell, Principal
RE: Approval of a lease agreement for a new copy machine at Lincoln Hill High School and Lincoln Academy

Lincoln Hill High School and Lincoln Academy would like enter into a lease agreement with Xerox for a new copy machine. This machine will be purchased under a bid administered by KCDA. This new agreement replaces an existing maintenance agreement for the copy machine in the building currently. Lease costs for this machine, which will be approximately \$297 per month, will be paid from the Lincoln Hill High School / Lincoln Academy building budget.

RECOMMENDATION:

That the Stanwood-Camano School District Board of Directors approves a lease agreement with Xerox for a new copy machine in the Lincoln Hill High School / Lincoln Academy building.

Lease Agreement




Customer: STANWOOD-CAMANO SCHOOL DISTRICT

Bill To: STANWOOD CAMANO SCHOOL DIST 26920 PIONEER HWY STANWOOD, WA 98292-9548	Install: LINCOLN HILL HIGH SCHOOL 7600 272ND ST NW STANWOOD, WA 98292-9530
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State or Local Government Negotiated Contract : 072712700

Solution		Requested Install Date
Item	Product Description	Agreement Information
1. 5875APT (5875A PT/COP/4TRAY)	<ul style="list-style-type: none"> - 3-hole - Ofcfin Only - I-series-1 Line Fax - Office Finisher-rohs - Wireless Print Adapt - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV
		11/15/2016

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5875APT	\$189.75	1: BLACK	All Prints	\$0.0060	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$189.75	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: _____ Phone: (360)629-1340</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p style="text-align: center;">Sandy Skrabut (360)676-8406</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> <div style="text-align: right;">  </div>



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

**XEROX AMENDMENT TO
STANWOOD-CAMANO SCHOOL DISTRICT
LEASE AGREEMENT
REFERENCE # 072716000 (WS N85946)**



This Amendment ("Amendment") amends the Lease Agreement between the **STANWOOD-CAMANO SCHOOL DISTRICT** ("Customer") and Xerox Corporation ("Xerox").

The parties agree that the Lease Agreement is modified as described below:

1. **Section 6, Termination Under RCW 28A.400.300** is added as a new Section to the Amendment, as follows:

"6. Termination Under RCW 28.A.400.300. This Lease Agreement may be immediately terminated without penalty or notice if the lessor fails to comply with the provisions of RCW 28A.400.330 by permitting a worker or agent of the lessor to perform duties on school property who has been convicted or pled guilty to a felony crime involving children."

2. Except as specified in this Amendment, the Lease shall remain as stated. In the event of a conflict between the terms and conditions of the Lease and this Amendment, this Amendment will control.

Stanwood-Camano School District

Xerox Corporation

Signature

Name (Please Print)

Title

Date

Rhonda Engman

Signature

Rhonda Engman

Name (Please Print)

Contract Manager

Title

11/15/16

Date