


# Stanwood Camano School District

TO : BOARD OF DIRECTORS  
FROM : GARY PLATT, EXEC. DIRECTOR – BUSINESS SERVICES   
SUBJECT : COPIER LEASE AGREEMENT - STANWOOD MIDDLE  
SCHOOL  
DATE : SEPTEMBER 20, 2016  
TYPE : ACTION NEEDED

Attached is a lease agreement with Xerox Corp. for the replacement of a copy machine at Stanwood Middle School. This contract is similar to those used in the past. 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 Stanwood Middle School.**



## STANWOOD MIDDLE SCHOOL

Tod Klundt, Principal  
Cherae Almanza, Assistant Principal

September 16, 2016

To: Stanwood-Camano School Board

From: Tod Klundt

Re: Approval of Copier Contract for a 5 year lease.

Stanwood Middle School would like to contract with the Xerox Company for copy services for the next 5 years. The paperwork is included with this memo. We have worked with Gary Platt to make sure all of our contractual language is in order.

We are seeking School Board approval of this contract.

# Lease Agreement



Customer: STANWOOD-CAMANO SCHOOL DISTRICT

BillTo: STANWOOD SCHOOL DISTRICT  
 26920 PIONEER HWY  
 STANWOOD, WA 98292-9548

Install: STANWOOD MIDDLE SCHOOL  
 9405 271ST ST NW  
 STANWOOD, WA 98292-8094

State or Local Government Negotiated Contract : 072716000

Solution			
Item	Product Description	Agreement Information	Trade Information
1. D95CP (D95 COPIER/PRINTER)	<ul style="list-style-type: none"> <li>- 100 Ppm Kit</li> <li>- High Capacity Feeder</li> <li>- Standard Install</li> <li>- D5 Bkltfinshr Xc 2/3</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 60 months Purchase Option: FMV	- Xerox D95CP S/N BG2940122 Trade-In as of Payment 49
			Requested Install Date: 9/27/2016

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. D95CP	\$1,272.91	1: Total	All Prints	\$0.0000	- Consumable Supplies Included for all prints - Billing Suspended from June through July - Pricing Fixed for Term
<b>Total</b>	<b>\$1,272.91</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

*See Addendum A.*

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.  Signer: _____ Phone: (360)629-1350  Signature: _____ Date: <u>9-20-16</u>	Thank You for your business! This Agreement is proudly presented by Xerox and <b>Sandy Skrabut</b> <b>(360)676-8406</b>  For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>



## 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. BILLING SUSPENDED.** If "Billing Suspended" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will be suspended each year during the months indicated. During these months, you will not use the Equipment and Xerox will not be responsible for providing Maintenance Services on it. If Xerox provides Maintenance Services during the Billing Suspended period, you will be billed at Xerox's then-current time and materials rates for such Maintenance Services.

**5. 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.

**6. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

**GENERAL TERMS & CONDITIONS:**

**7. 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 L97409)**



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

**"8. 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 Offer shall remain as stated. In the event of a conflict between the terms and conditions of the Offer 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

*9/20/16*  
\_\_\_\_\_  
Date