# Kittitas County Review Form Grants & Contract Agreement



Today's Date 08/28/2013	Agenda Date
Fund/Department	•
116-Public Health	

## **Contract/Grant Information**

Contract / Grant Agency: Cannon Solutions America	
Period Begin Date: 04/12/2013	Period End Date: 04/12/2017
Total Grant/Contract Amount: Total lease amount for	r 48 months is \$12,508.47
Grant/Contract Number:	
Contract/Grant Summary:	
The agreement between Cannon Solutions and KCPH	D is for sale/lease of the Cannon copy machine
from 04/12/2013 through 04/12/2017.	

Recommendation	for Board	d of Health a	nd Board	of Health	Review or
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Department Head Signature:	, Administrator	Date: 4/6/13
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Kittitas County Prosecutor, Auditor, and APPROVED AS TO FORM:	Board of Health	Review and Comment:	
Signature of Prosecutor's Office	Date	•	
Signature of Auditor's Office	Date	-	
Signature of Board of Health member	Date	-	

#### **Financial Information**

Total Amount \$12,508.47	State Funds \$	Federal Funds \$		
Percentage County Funds	Matching Funds \$	CFDA#		
	In-Kind \$	· ·		
	Explain			
Is Equipment being purchased? No	Who owns equipment? (	Cannon Solutions		
New Personnel being hired?	Contact HR hiring – reporting requirements			

Future impa	cts or liability	to Kittit	as County:				
Budget Inf	formation						
Budget Ame	ndment Need	ed? Y	es 🔲 attach budget	for	m	No Why not	
New Division	n Created?						
Revenue Co	de						
Pass Throu	ugh Informa	tion				4.	
Agency to Pa							
	Pass Through	\$					
Sub-Contrac	t Approved	Date:					
Prosecuto	r Review						
Has the Pr	osecutor rev	iewed	this agreement	t?	\	res□ No □	
	partments I	mpact	ed				
Auditor						es Maintenance	
	ation Services					Resource	
Prosecu	itor				Treasur	rer	
Submitted	ĺ						
Signature:				Date:			
Department	:						
	nt of Trackin	g Info	rmation				
Auditor's Of							
Human Resc							
Prosecutor's							
Who Signed	the grant app	lication					
ř.							
Reviewer					ate		

Grant/Contract Review Page 2

## CANON SOLUTIONS AMERICA

### **Equipment Pickup Report/Agreement**

	7							
	The equipment listed below is owned		_					
	also understands that in the event of	,			'			
	Canon Solution America harmless aga			_	ns or obligatio	ons.		
	The customer herby transfers title and (Customer must sign below)	d ownership of the equipm	ent listed below to Canon Solu	tion America				
	1				Store	e to date	(if	
Х	The equipment listed below is leased	through	Leaf	Financial		icable)	···	
	(check all that apply)		(name of le	asing compar	ny)	.71		
	The send back fee has bee	n incorporated into the nev	v lease, and all leasing obligati	ons have been				
	(or will be) satisfied by cus	tomer.						
	Customer's written reques	t to end the lease has been	sent to the Leasing Company	(copy attached)				
	Other Lease Requirements	(please specify)						
	( Customer must sign below )		Lease Co	. Return Authori	zation#			
	Canon Rental (no cust signature requi	red)	Lease B	uyout/Upgrade t	to Keep (no cu	ıst signature requ	ired)	
CUSTOM	ER/EQUIPMENT INFORMATION							
	Name		Kittitas Co	Public Heal	th			
	Address		507 Na	ınum Street				
	ou (=	<b>-</b> 11 <b>-</b>		10/0				
	City / Town	Ellensburg	Sta	te WA		Zip Code		98926
	Phone	Kittitas Co Public He	aalth	Contact				
	Base Copier Make:			Contact el:	1,00			
	Serial Number:&			#: <u>BC 360</u>			4	
	Black Count (Bottom): 4	1038	Color Count: 207	194	Tota	al Count (Top):	618	320
		C A		(				
	Item Number	Copier A	ccessories: (use back of fori	m for more)		Serial N	umher	
	Item Number	Copier A	ccessories: (use back of form Description	m for more)		Serial N	umber	
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	Item Number	Copier A		m for more)		Serial N	umber	
	Item Number	Copier A		m for more)		Serial N	umber	
	Item Number	Copier A		n for more)		Serial N	umber	
	Item Number				hine is being li		umber	No
			Description Description		hine is being in		umber	No
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# MAINTENANCE AGREEMENT CORPORATE ADVANTAGE PROGRAM

Canon Solutions America, Inc. ("CSA") 4 Ohio Drive, Lake Success, NY 11042 (800) 613-2228

SER-223E January 2013 CSA (BPC)

Company: K	ittitas Co Public	Health				Company: Kittita	as Co Pu	ıblic H	ealth		
	Nanum Street					Address: 507 Na					
City: Ellensb			County:	Kittitae		City: Ellensburg				Sauntin Kittitae	
State: WA	Zip: 98			-				7:		County: Kittitas	000 7545
					£: 509/962-7515	State: WA		Zip.	98926	Phone #: 509/	902-7515
Contact: Can	aı			ax #:		Contact:	guipment l	listed. v	ou shall indicate s	Fax #:	location
Email:						(if different than ab	oove) in th		below or in any A	ddendum to this A	greement.
		enance Billi				PO Require		-	Meter Read	Collection Option	ons
Base Charge:	CSA	Canon F				✓ Yes □ N		J -	eWARE Remote = eManage webs	unless noted in table	pelow,
Per Image Cha	arge: L CSA Ise Charge Billi	Canon Fi	inancial Se	_	Inc. ("CFS") Initial Term	PO#	-	1			
		_		12				Co	/erage Plan If adding Equ	ipment below to a	n existing
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Excess F	Per Image Char	ge Billing C	ycle		Price Plan		С	onsun	nables Inclusiv	r Aggregate. e	
✓ Monthly	Quarterly	Other		<b>✓</b> St	andard  Fixed	<b>✓</b> Tone	er (exclud	des clea	ır) 🗌 Oı	her	
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		ľ			Covered Images	per unit or Fleet					
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IR 5250	JMQ03263	/Q 0	5	Color	B & W	Color	B &		0.047	Fleet	Method*
Contact: Can		700	3		one #:1509-962-7	516	0.00		0.047 Fax #:		
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Equipment L	ocation: Main floo	or	_		T	T		Email /	Address: ∠, ·, c,	mori n@	CO, KA
Contact:				Ph	none #:				Fax #: 		
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					ot been canceled or t		a you are	HOLIN	Total		J
		VOLL AGREE	TO BURG	HACE	THE MAINTENANCE	SEDVICES SPECIE	IED ARO	VE VO	II ACKNOW/LED	GE RECEIPT OF	

#### ADDITIONAL TERMS AND CONDITIONS

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the "Agreement."

1. LEASE OR PURCHASE PRICE AND PAYMENT. You agree to lease or purchase the

- units of equipment and supplies (the "Equipment") and licenses of application software with third party support contracts (the "Listed Software" and, together with the Equipment, the "Listed Items"), in each case as indicated on the face page hereof or in any addendum(s) hereto. (a) If you have elected to purchase the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law. (b) If you have elected to lease the Listed Items, CSA shall sell the Listed Items to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement. Delivery/installation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment terms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement. (c) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation when CSA notifies you of in advance, subject to your approval. (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment, and for all software licensed as part of the Equipment and not listed herein as Listed Software is not covered by this Agreement, and will only be provided by CSA if a separate maintenance agreement is entered into and to the extent provided therein. Installation of Listed Software may be conditioned on a separate statement of work covering the scope and schedule of installation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such statement of work. CSA shall make available to you from time to time upgrades and bug fixes for the Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by suppliers of such software, (ii) availability of upgrades and bug fixes may be at additional charge unless covered by separate support contract purchased by you, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, except that for certain Listed Software, Level 1 support shall be provided only if a separate support contract has been purchased by you and for so long as it remains in effect. Level 1 support consists of providing help-line telephone assistance in operating the Listed Software and identifying service problems, facilitating contact between you and the supplier of the Listed Software to rectify such problems and maintaining a log of such problems to assist in tracking the same. You acknowledge that CSA is not the developer of any of the Listed Software and other than the foregoing, support for Listed Software is not provided under this Agreement. (e) CSA reserves the right to withhold shipment of the Listed Items (i) until you make full payment of the total price specified in this Agreement or to revoke any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (ii) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CSA and the Leasing Company. If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.
- LIMITED WARRANTY. For ninety (90) days after the date of the original delivery of Canon brand Equipment, CSA warrants that under normal use and maintenance conditions all such Equipment will be free from defects in material and workmanship. Warranty claims must be made in writing by you to CSA no later than five (5) business days after the expiration of the warranty period. CSA's obligations under this warranty are limited solely to repair or replacement (at CSA's sole option) of such parts as are proven to be defective upon CSA's inspection. This warranty does not extend to, and you shall pay, CSA's labor, parts and supply charges for (a) repairs resulting from service visits required as a result of inadequate operation of the Listed Items (e.g., CSA technician is dispatched to rectify a problem described in the operator manual), (b) repairs necessitated by factors other than normal use including, without limitation, (i) any willful act, negligence, abuse or misuse of the relevant Equipment, (ii) the use of parts, supplies or software not supplied by CSA and which cause abnormally frequent service calls or service problems, (iii) service performed by personnel other than CSA service technicians, (iv) transportation of the Equipment, (v) accident or casualty, and (vi) electrical power malfunction or heating, cooling or humidity and ambient conditions, or (c) re-installation of the Equipment.

YOU EXPRESSLY ACKNOWLEDGE THAT THE LIMITED EQUIPMENT WARRANTY CONTAINED IN THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS. CSA SHALL, UPON REQUEST, FURNISH TO YOU WITHOUT RECOURSE ANY END USER WARRANTIES MADE BY THE MANUFACTURER

SLS-2

- OF THE LISTED SOFTWARE OR ANY NON-CANON BRAND EQUIPMENT. CSA MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO LISTED SOFTWARE OR WITH RESPECT TO NON-CANON BRAND EQUIPMENT. OTHER THAN AS SET FORTH IN THIS SECTION 2, CSA EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS.
- DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.
- 4. SECURITY. As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items.
- WARRANTY OF BUSINESS PURPOSE. You represent and warrant that that the Equipment will not be used for personal, family or household purposes.
   LIMITATION OF LIABILITY. CSA SHALL NOT BE LIABLE FOR PERSONAL INJURY
- 6. LIMITATION OF LIABILITY. CSA SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR LOSS OF PROFIT OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LISTED ITEMS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7. CHOICE OF LAW AND FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.
- GENERAL. This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Listed Items. All provisions of this Agreement including Section 3. which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. This Agreement, together with any related CSA credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items superseding all previous proposals and agreements, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and an officer of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed may our

OUT RECOURSE ANY END USER WARRANTIES MADE BY THE MANUFACTURER	accept an electro	Items, except to the extent set forth on the original of this Agreement. You agree that CSA accept an electronic image of this Agreement as an original, and that electronic copies of signature will be treated as an original for all purposes.			
204 January 2013 CSA (BPC)	Page 2	Customer Initials	Date		



Canon Solutions America Successor to Cascade Copiers 801 West Yakima Ave Yakima, WA 98902 Phone: (509) 575–0734 Fax: (509) 575-3080

**PACKING LIST** 

DATE 03/29/13 PAGE NO. 01

ORDER NO. 89519A		CUSTOMER BG5940		SHIP VIA	CATEGORY DEMO/TRIAL
	1				<u> </u>
NO. PKG. Q	TY	PROD #	WAREHOUSE LOCATION	DESCRIPTION	WEIG
	1	CNN064		imageRUNNER ADVANCE	E C5250
		BG0000	EA	VENDOR # 5559B003	
	1	ONKOOB		Config Staple Finis	sher-J1
		BG0000	EA	with BufferPass Uni	it-G1
				VENDOR # 5587B002	
	1	ASN039		STAPLE FINISHE	ER-J1
		BG0000	EA		
				VENDOR # 5587B001	
	1	AZN01J		Bufferpass Uni	it-G1
		BG0000	EA		
				VENDOR # 3659B001	
	1	AFNOOW		Cassette Feeding Ur	nit AD2
		BG0000	EA	O:3654B001	
				VENDOR # 3654B007	
	1	ASN01T		External 2/3 Hole B	Punch-
		BG0000	EA	B2	
				VENDOR # 3660B006	

1142032913BGSA05

(509) 962-7515

TOTAL WEIGHT

0.0

CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS HAVE BEEN DELIVERED & INSTALLED ACCORDING TO THE TERMS & CONDITIONS OF THE PRODUCT ORDER OR PURCHASE ORDER RELATED TO THIS DELIVERY INSTALLATION.

CUSTOMER SIGNATURE LINE MOUN

4.12-2013

**CUSTOMER** 

KITTITAS CO PUBLIC HEALTH **507 NANUM STREET** ELLENSBURG WA 98926 SHIPPER

**CANON SOLUTIONS AMERICA** 801 WEST YAKIMA AVE YAKIMA WA 98902-0000

#### **PURCHASE ORDER**

#### KITTITAS COUNTY PUBLIC HEALTH

Kittitas County Public Health Department 507 N Nanum #102 ELLENSBURG, WA 98926 509-962-7515 509-962-7515

TO:

CANNON USA INC

C/O CANNON FINANCIAL SERVICES

14904 COLLECTIONS CENTER DRIVE

CHICAGO, IL 60693

N/A

P.O. NUMBER: 03282013

[The P.O. number must appear on all related correspondence, shipping papers, and invoices]

P.O DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
3/28/3013			DESTINATION	NET 30 DAYS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
48	MONTHS	48 MONTH OPERATING LEASE FOR : CANNON C5250 WITH 4X550 PAPER CASSETTES, STAPLE FINISHER WITH 2/3 HOLE PUNCH	\$241.29	\$11581.92
		STATE CONTRACT #03706		
		PERIOD OF PERFORMANCE: 48 MONTHS FROM INSTALLATION		

1. Please send two copies of your invoice.

- 2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Please notify us immediately if you are unable to ship as specified.
- 4. Send all correspondence to:

CANDI BLACKFORD

Kittitas County Public Health Department 507 N Nanum #102 ELLENSBURG, WA 98926 509-962-7515

SUBTOTAL	BTOTAL		\$11581.92	
SALES TAX	92	10.1515	949.72	
SHIPPING AND HANDLING				
OTHER				
TOTAL		12,	531.64\$	

12508.47

Authorized by CANDI BLACKFORD Pick the Date