

# Kittitas County Review Form Grants & Contract Agreement



Today's Date July 15, 2009	Agenda Date July 21, 2009
Fund/Department 30/Sheriff	

## Contract/Grant Information

Contract /Grant Agency: Western Copy Maintenance Agreement and Equipment Amendment to Lease Agreement #910-0042301 (#09-015)	
Period Begin Date: May 2009	Period End Date: March 2011
Total Grant/Contract Amount (Annually Maintenance cost)	
Grant/Contract Number: 910-0042301	
Contract/Grant Summary: Sheriff's Office at the request of BOCC has absorbed the lease on this copier/scanner to be used in the Major Crimes Unit within our office.	

## Financial Information

Total Amount \$	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#
	In-Kind \$ <small>Explain</small>	
Is Equipment being purchased? No	Who owns equipment?	
New Personnel being hired? No	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County:		

## Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input checked="" type="checkbox"/> Why not
New Division Created?		
Revenue Code		

## Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

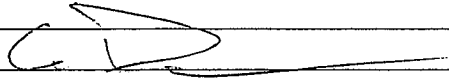
**Prosecutor Review**

Has the Prosecutor reviewed this agreement?	Yes <input checked="checked" type="checkbox"/> No <input type="checkbox"/>
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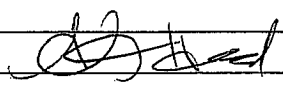
**County Departments Impacted**

	Auditor		Facilities Maintenance
	Information Services		Human Resource
	Prosecutor		Treasurer

**Submitted**

Signature: 	Date: 07/15/09
Department: Sheriff	

**Assignment of Tracking Information**

Auditor's Office	
Human Resource	
Prosecutor's Office	 7/15/09
Who Signed the grant application	

Reviewer	Date
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101 North 5th Avenue  
Yakima, WA 98902  
Phone: (509) 248-3708  
Fax: (509) 248-5145

### Maintenance Agreement

Ship To: Kittitas County Sheriff  
307 W Umptanum Rd  
Ellensburg, WA 98926

Bill To: Kittitas County Sheriff  
307 W Umptanum Rd  
Ellensburg, WA 98926

Contact: Bob Gubser

PO #:

### Equipment Description

Manufacturer: Kyocera Mita  
Model: KM-6030

Machine ID #: #06122  
Serial #: J3003160

### Terms and Conditions

#### Full Coverage Contract

"Full Coverage" includes the cost of all parts and labor used in preventative and emergency service calls as well as all consumable supplies such as toner, waste tank, drum, etc. (Paper and/or staples are "non-standard" items, and are therefore not covered under this contract). The duration of this agreement is for one year, or at the expiration of copies/prints purchased, whichever occurs first. Please refer to the backside of this contract for the complete "Terms & Conditions" of this contract.

#### Duration of Contract Coverage

Begin Date: May 22, 2009  
Begin Meter: 1,575,896  
Max. Images Purchased: 87,996/year

#### Contract Cost

**This Is Not An Invoice**

Base Rate: \$805.20  
Sales Tax: \$64.42  
Total Cost: \$869.62

Current meter readings will be required under the terms of this agreement. Do you wish to receive these requests via fax or via email. Please specify which method you prefer, as well as contact name and fax number or email address.

Meter Contact Name:

Fax / Email:

To be billed monthly at a minimum of 7,333 copies per month totaling \$67.10 + tax. Any excess copies over 7,333 each month, to be billed monthly at a cost per copy rate of \$.00915 per copy.

**\*Please sign and send back for confirmation. Thank you! Lorna Tukey\*\***

### Customer Authorization

Signature

Date:

Print Name Of Signer

Title:

## Service Contract Terms and Conditions

**AGREEMENT:** References made to "UBM" or "Seller" shall mean United Business Machines of Washington, Inc., its' subsidiaries and any registered trade names. References made to "You", "Your" or "Customer" shall mean the entity listed on the front of the contract. You appoint UBM and UBM accepts the appointment to provide the services described in this contract, with respect to the equipment listed on the reverse side under "Model." You agree to all of the terms and conditions in this contract and any invoices that seller may deliver to you under this contract which together constitute a complete statement of the parties contract. An image is defined as standard 8 1/2 x 11 single sided output (excludes wide format images).

**TERMS:** This contract shall be in effect upon customer's execution which is described as signature, payment or receipt of material goods or services. This contract is non-cancelable or transferable. All contracts are for a period of one year (one year or images purchased, whichever is less, in the case of a time or usage contract) and You shall pay installments in advance in accordance with the agreed upon billing cycle. This contract shall be automatically renewed for successive annual terms, unless UBM receives written notice of non-renewal at least 30 days prior to the end of Your current annual contract. In the event that You attempt to pre-maturely cancel your existing contract (excluding CPC leases), it is UBM's sole discretion to allow the contract to be cancelled or re-negotiated. Contract prices are subject to change at the time of renewal. Any lapse in contract coverage may require a pre-contract inspection before reinstatement to determine if the equipment meets UBM's contract standards. If the equipment does not meet UBM standards, then time and material necessary to bring equipment to UBM standards shall be billable. All parts and supplies provided by UBM under this contract are property of UBM. If a contract is not renewed, Customer is responsible for returning all unused supplies to a designated UBM office at the Customer's expense. If supplies are not returned within 30 days of non renewal of contract, UBM will invoice Customer for full retail value of supplies. All parts are furnished on an exchange basis; replaced parts become the property of UBM. Parts and supplies are provided under this contract according to the number of copies specified in the contract based on manufacturers suggested yields. Supplies required in excess of manufactures suggested yield must be paid for by the Customer separately. If your account becomes delinquent, UBM, reserves the right to place a "hold" on your account, restricting services and supplies covered under this contract or any UBM service contract until payment is received or account is current.

**CONTRACT COVERAGE:** **Full Service Coverage** includes all scheduled preventative maintenance, parts, labor and consumables. Excludes paper and staples. **Inclusive Service Coverage** includes scheduled preventative maintenance, parts and labor. Excludes toner, paper and staples. **Standard Service Contract** includes parts and labor only. Excludes scheduled preventative maintenance kits, consumables, paper and staples.

**EXCLUSIONS:** The following services are not covered under this contract and may cause this contract to be null and void without refund (1) Repair of damage or the replacement of maintenance parts caused by accident, disaster, neglect, abuse or misuse of the machine. (2) The use of parts, supplies, components, modifications or personnel to effect repairs on the machine not approved by UBM as 'suitable' for your particular machine(s) (3) Transportation or re-location. (4) Re-location of machine(s) outside UBM authorized servicing area. (5) Service calls caused by any additions to, or changes to the customer's computer or network environment. Customer's network is defined as anything on the network side of the cable connecting the machine to the local area network. If customer network service is required, those services can be provided by UBM on a billable basis at the prevailing hourly rate.

**YOUR OBLIGATIONS:** Throughout the term of this contract you shall (1) monitor the machine operation and notify UBM if you determine that the equipment is in need of repair (2) permit UBM to enter the property where the equipment is located to inspect it at any reasonable time (3) provide UBM with a reasonable amount of space to make necessary inspections or repairs (4) supply required electrical power (5) take responsibility for the daily maintenance of equipment, to include (a) replacing toner and waste toner bottle as needed (b) keeping the glass clean (c) having proper supply inventory (d) removal of occasional paper miss-feeds and (e) provide UBM with accurate meter readings for billing. If you do not supply UBM with a current meter reading when requested, or use UBM meter collection software, UBM reserves the right to estimate your meters, or send a UBM representative to your location at your expense.

**GENERAL:** Services under this contract do not assure uninterrupted operation of the machine(s). UBM is not responsible for failure to render services due to causes beyond its control. UBM will make a reasonable effort to provide you with the appropriate parts and supplies for the machine. In the event UBM is unable to repair or properly supply Your equipment, UBM reserves the right to modify or terminate the contract and reprocess the billing. UBM will not reimburse customer for any service images, discarded images or any 'outside' copy, fax or print services utilized because of malfunctioning equipment unless customer has obtained prior written consent from UBM management. It is at UBM's sole discretion to provide you a loaner machine during any contract period. Variance from the terms and conditions of this contract in any sales order or other written communications will be void unless signed off by an officer or Service Manager of UBM. Service shall be provided during regular business hours (8:00 am to 5:00pm Monday through Friday, excluding holidays).

**MISCELLANEOUS:** This contract shall be governed by and construed in accordance with State of Washington law, without giving effect to any principle of conflicts of law or choice of law that would otherwise make the law of any other jurisdiction govern this contract. The parties agree that the venue for any legal action arising out of the contract shall be in King County, Washington. In the event of collections, litigation or other proceedings by seller to enforce or defend any term or provision of this contract, customer agrees to pay all costs and expenses sustained by seller, including but not limited to, collection fees and reasonable attorney's fees. Seller may assign its rights and obligations under this contract without obtaining your permission.

## EQUIPMENT AMENDMENT TO LEASE AGREEMENT NO.

910-0042301

This Amendment is made a part of the lease agreement ("Agreement") identified above by and between <sup>Kittitas County of</sup> FBO Permit Center ("Lessee") and CIT Technology. ("Lessor"). Capitalized terms used and not defined will have the same meaning given to them in the Agreement.

The parties agree that the following item(s) of Equipment:

Equipment	Serial No.
Print System V	W3018967

Have been added by the Supplier to those items of Equipment originally listed on the Agreement's Equipment Description.

The parties also agree that the current lease payment of ~~\$242.94~~ (excluding any sales tax) will now be \$334.68 (excluding sales tax) as amended to reflect the addition of the Equipment referenced above.

YOU AUTHORIZE US TO EXECUTE AND FILE AN AMENDMENT TO ANY FINANCING STATEMENT COVERING THE EQUIPMENT TO REFLECT THIS ADDITION OF EQUIPMENT.

This Amendment supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects the Agreement will remain in full force and effect.

Lessor: CIT Technology	Lessee: Kittitas County FBO Permit Center
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By: X \_\_\_\_\_

By: X \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVE TO FORM ONLY:

*[Signature]*

Stephanie Harold, #38112

# Equipment Lease Agreement

## LESSEE INFORMATION

LESSEE (FULL LEGAL NAME) KITITAS COUNTY PERMIT CENTER		DATE 03/21/06	
STREET ADDRESS 411 NO RUBY STREET			
CITY ELLENSBURG	STATE WA	ZIP 98926	PHONE NUMBER (509) 962-7506
BY X <i>[Signature]</i> AUTHORIZED SIGNATURE		TITLE BOB CHAIR	

**citicapital**

SUPPLIER Western Copy Products 101 North 5th Ave Yakima WA 98902
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## EQUIPMENT DESCRIPTION

DESCRIPTION OF EQUIPMENT LEASED	MAKE AND TYPE	MODEL NUMBER	SERIAL NUMBER	UNIT QUANTITY
DIGITAL COPIER	KYOCERA MITA	KM-6030		1
FINISHER	KYOCERA MITA	DF-650		1
HOLE PUNCH UNIT	KYOCERA MITA	PH-4		1
SCAN SYSTEM	KYOCERA MITA	SS 6		1
EQUIPMENT LOCATION: SAMEX ( ) OTHER ( ) ADDRESS CITY STATE ZIP				

## TERM AND PAYMENT SCHEDULE

TERM IN MONTHS 60	LEASE PAYMENTS: <input checked="" type="checkbox"/> MONTHLY ( ) QUARTERLY ( ) OTHER \$ 242.94 (PLUS APPLICABLE TAXES)	AT THE TIME OF THIS LEASE AGREEMENT YOU AGREE TO PAY <u>0</u> PAYMENT(S), IN ADVANCE AS SECURITY AND INCLUDE A CHECK IN THE AMOUNT OF: \$ 0 IF YOU ARE EXEMPT, PLEASE ATTACH CERTIFICATE ALSO WRITE YOUR TAX EXEMPT #
PURCHASE OPTIONS SUBJECT <input checked="" type="checkbox"/> FAIR MARKET VALUE PURCHASE OPTION TO SECTION 6 BELOW: <input type="checkbox"/> 10% PURCHASE OPTION <input type="checkbox"/> \$1.00 PURCHASE OPTION		

## SOLE PROPRIETORSHIP:

NAME: _____	DATE OF BIRTH: _____
ADDRESS: _____	SS#: _____
CORPORATION/PARTNERSHIP:	
TAX ID#: _____	

## LEASE GUARANTY

I guaranty that the Lessee will make all payments and perform all other obligations under the Lease until completed. My obligation shall be continuing, direct and unconditional. I waive notice of Lessee's default, acceptance, demand and protest and consent to any modifications to the Lease. I AGREE TO BE SUBJECT TO SUIT IN THE NEW JERSEY STATE AND FEDERAL COURTS, CONSENTING TO SUCH JURISDICTION. I WAIVE TRIAL BY JURY IN ANY ACTION and shall assign this Guaranty. This guaranty shall be binding upon my permitted successors and assigns and inure to the benefit of Lessor's successors and assigns. There is more than one Guarantor, our obligations are joint and several.

<input checked="" type="checkbox"/> SIGNED	<input checked="" type="checkbox"/> DATED	<input checked="" type="checkbox"/> SIGNED	<input checked="" type="checkbox"/> DATED
PRINT NAME		PRINT NAME	

## TERMS AND CONDITIONS

The words YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to the Lessor.

**IMPORTANT INFORMATION ABOUT ESTABLISHING A RELATIONSHIP WITH CITICAPITAL:** To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify, and record information that identifies each person or business that opens an account or establishes a relationship. What this means for you: when you open an account or establish a relationship, we will ask for your name, street address, date of birth, and identification number, such as a social security number or taxpayer identification number. For businesses, we will ask for the business name, street address and tax identification number. Federal law requires us to obtain this information. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

**1. RENTAL:** We agree to rent to you and you agree to rent from us the equipment described above. You promise to pay us the rent according to the payment schedule shown above. The parties intend this Lease to be a finance lease under Article 2A of the Uniform Commercial Code ("UCC").

**2. TERM AND RENT:** This term shall commence on the day that any of the Equipment is delivered to you ("the Commencement Date"). Rent shall be payable in advance commencing on the Commencement Date and thereafter until all amounts are fully paid. Lessee's obligations shall be absolute and unconditional without any abatement, self-defense or claim for any reason whatsoever. If any payment hereunder is not made by Lessee when due, Lessee shall be charged a late fee of ten percent (10%) of the amount of such payment, plus interest on such amount at the rate of 1.15% per month from the due date until the date paid, but as to each of the foregoing, in no event more than the maximum rate permitted by law.

**3. DELIVERY AND ACCEPTANCE:** Your confirmation to us, by telephone or other means, of the delivery of the Equipment shall constitute your acknowledgment that you have inspected the Equipment, have found it to be satisfactory in all respects and that you accept the Equipment.

**4. NO WARRANTIES:** We are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you for the term of this Lease any warranties made by manufacturer or supplier to us. NEITHER SUPPLIER NOR ANY AGENT OF SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THIS LEASE. Notwithstanding the foregoing, we nor our affiliates, officers, directors or shareholders shall be liable for any consequential or incidental damages.

**5. OWNERSHIP, REDELIVERY AND RENEWAL:** We are the owner of the Equipment. If this Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and in any other equipment financed by us and/or our affiliates ("Other Equipment") and all proceeds therefrom and you hereby authorize us to file UCC Financing Statements, to sign such statements, grant us the right to execute your name thereto and agree to pay for such filings. No more than one hundred eighty (180) days but not less than ninety (90) days prior to the end of the initial term of any renewal term of this Lease you shall give us

written notice of your intention to either return the Equipment to us or purchase the Equipment, as provided below. Provided you have given such timely notice, you shall return the Equipment to us at your cost, in good condition and working order in a manner and to a location designated by us or remit the purchase option. If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, or fail to remit the purchase option at the end of the term, this Lease shall renew for additional terms of ninety (90) days each at a periodic rent equal to 100% of the rent provided herein. In the event that you have been granted a purchase option and you do not exercise such option, then, upon termination of this Agreement you shall remit to us a one hundred fifty (\$150) dollar fee, payable upon your request for authorization to return the Equipment. The fee is payable in addition to shipping costs for return of Equipment.

**6. OPTION TO PURCHASE:** We hereby grant to you, provided you are not in default hereunder, the option to purchase, "AS IS, WHERE IS", all (not part) of the Equipment at the expiration of the initial term of this Lease for its then in-place and in-use fair market value, as determined by us, \$1.00 Purchase Option or 10% purchase option (as provided above), plus all applicable taxes.

**7. MAINTENANCE, RISK OF LOSS AND INSURANCE:** You are responsible for installing and keeping the Equipment in good repair, condition and working order and for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay rent. You will obtain adequate property damage and public liability insurance covering the Equipment and its use during the term of this Lease, such insurance policies to name us as loss payee and additional insured. You agree to provide us certificates or other evidence of insurance. Should you fail to provide such insurance, you agree that we may obtain such insurance and charge you therefor.

**8. INDEMNITY:** We are not responsible for any losses or injuries caused by the Equipment or any use thereof. You agree to reimburse us for and to defend us against any claims for losses or injuries (including reasonable attorney's fees and costs) caused by the Equipment or use thereof.

**9. TAXES AND FEES:** You agree to pay us when due or reimburse us for all taxes, fees, fines and penalties relating to use or ownership of the Equipment or to this Lease, now or hereafter imposed, levied or assessed by any state, federal or local government or agency, including any taxes to be paid up front. You agree to pay us a non-refundable origination fee of \$67.50 in connection with this Lease. We may charge you a processing fee for administering property tax filing.

**10. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you will not move the Equipment from that address without our written prior consent. You agree that the Equipment will be used for business purposes only.

**11. DEFAULT:** If you (a) fail to pay any amount hereunder and/or under any other agreement with us and/or our affiliate concerning the finance of Other Equipment when due; or (b) breach any representation or warranty, or fail to perform any covenant in this Lease and/or under any other agreement with us and/or our affiliate concerning the finance of Other Equipment after 10 days written notice; or (c) sustain a substantial deterioration in your condition (financial or otherwise), or become insolvent or make an or have made assignment for the benefit of creditors, file or have filed against you a petition in bankruptcy or a receiver, trustee, conservator or liquidator is appointed for you, you shall be in default under this Lease.

**12. REMEDIES:** If you default, we may do one or more of the following: (i)

recover from you all amounts then due under this Lease plus the present value of (x) the sum of the rent payments for the unexpired term of this Lease and (y) the anticipated value of the Equipment at the end of the initial term or renewal term of the Lease, all discounted at the rate of 6% per annum; (ii) declare any other agreements between you and us and/or any state of ours concerning the finance of equipment in default; (iii) require you to return all of the Equipment and/or the Other Equipment, at your expense, to a place reasonably designated by us, or take the Equipment and/or the Other Equipment, in which case we will not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment and/or the Other Equipment, and to lease or sell the Equipment and/or the Other Equipment, or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (iv) charge you for expenses incurred in connection with the enforcement of our remedies including collection costs, reasonable attorney's fees and court costs. Lessee shall also be liable for the pre- and post-judgment attorney's fees and costs incurred by Lessor after a judgement has been entered against Lessee by any court. All our remedies are cumulative, are in addition to any other remedies provided for by law and may be exercised either concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right, other or future, or to modify the terms of this Lease. We shall retain any Security Deposit made as a deposit for the full performance of your obligations. At the end of this Lease and full payment of all sums due hereunder, the Security Deposit shall be returned to you with no interest. In the event of default we may apply the Security Deposit to amounts due under this Lease.

**13. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THIS LEASE OR THE EQUIPMENT. We may sell, assign or transfer this Lease, without notice. You agree that if we sell, assign or transfer this Lease, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations, for which we remain responsible. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.

**14. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVERS:** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY, BUT ONLY TO THE EXTENT SUCH STATE LAW IS NOT PREEMPTED BY FEDERAL LAW OR REGULATION. YOU AGREE TO BE SUBJECT TO SUIT IN THE NEW JERSEY STATE AND FEDERAL COURTS, CONSENTING TO SUCH JURISDICTION. PROVIDED NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT THE JURISDICTIONS IN WHICH SUIT MAY BE FILED BY ANY PARTY. YOU WAIVE TRIAL BY JURY IN ANY ACTION. YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.

**15. CUSTOMER P.O.:** You agree that any Purchase Order issued to us covering the Equipment is issued for authorization purposes and your internal use only, and none of its terms and conditions shall modify the terms of this Lease.

**17. ENTIRE LEASE:** You agree that we may insert or correct missing information on this Lease including your legal name and the Equipment's description, serial number and location, otherwise, this Lease contains the entire arrangement between you and us and no modification of this Lease shall be effective unless in writing and signed by both parties.

## ACCEPTED BY:

LESSOR: CITICORP VENDOR FINANCE, INC.	BY X	TITLE	ACCEPTED ON
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FORM #2000-REV10/03

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