



SAUSALITO MARIN CITY SCHOOL DISTRICT

Board of Trustees: Ida Green - President, Debra Turner - Vice President, Bonnie Hough - Clerk, Joshua Barrow, Caroline Van Alst
Interim Superintendent: Terena Mares

**Sausalito Marin City School District
Agenda for the Special Meeting of the Board of Trustees
Bayside Martin Luther King Jr. Academy
200 Phillips Drive, Marin City, CA 94965**

Tuesday, February 5, 2019

5:30 p.m. Open Session – Bayside Martin Luther King Jr. Multi-Purpose Room
5:31 p.m. Closed Session – Bayside Martin Luther King School Conference Room
6:00 p.m. Open Session – Bayside Martin Luther King Jr. Multi-Purpose Room

1. OPEN SESSION – Call to Order

2. CLOSED SESSION – AGENDA

2.01 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9(b)(1)):
CTRG v. SMCS, MCSC Case No. CIV 1802001

3. RECONVENE TO OPEN SESSION - Depending upon completion of Closed Session items, the Governing Board intends to convene in open Session at 6:00 p.m. to conduct the remainder of the meeting, reserving the right to return to Closed Session at any time.

4. PLEDGE OF ALLEGIANCE

5. RECONVENE TO OPEN SESSION

6. REPORT OUT OF CLOSED SESSION

7. ORAL COMMUNICATIONS

Because the Board has a responsibility to conduct district business in an orderly and efficient way, the following procedures shall regulate public presentations to the Board. The Board is asking that members of the public wishing to speak fill out a form located on the counter/table, stating their name and address; the agenda item; and the topic to be discussed.

The Governing Board is prohibited from taking any action on any item raised in this section unless the item is specifically agenzied. Members of the Governing Board may ask a question for clarification, provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting on any matter or take action directing staff to place a matter of business on a future agenda. Governing Board members may make brief announcements or briefly report on his/her own activities as they related to school business.

State open meeting laws allow members of the public to lodge public criticism of District policies, procedures, programs, or services. However, those same laws include specific provisions designed to protect the liberty and reputational interests of public employees by providing for the non-public hearing of complaints or charges against employees of the District. Under these laws, it is the employee subject to complaints or charges who is provided the right to choose whether those complaints or charges will be heard in open or closed session. It is therefore the desire of the Sausalito Marin City School District that complaints against an employee be put in writing, and that when the Board hears complaints or charges against an employee it do so in closed session unless the employee requests an open session. Consistent with the law and the opinion of the State Attorney General's Office, please submit any complaints against an employee in writing, to the administration, in accordance with the district's complaint procedure. This procedure is designed to allow the District to address complaints against employees while at the same time respecting their legitimate privacy rights and expectations.

8. ACTION ITEM

8.01 Superintendent Search – Discussion and possible action related to the search for a new Superintendent
8.02 Copier Lease – Discussion and possible action related to the conversion of the district's copier lease

9. CLOSED SESSION – AGENDA

9.01 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 – One Case

10. RECONVENE TO OPEN SESSION

11. REPORT OUT OF CLOSED SESSION

12. ADJOURNMENT

Sausalito Marin City School District

Agenda Item: 8.02

Date: February 5, 2019

- Correspondence
- Reports
- General Functions
- Pupil Services
- Facilities
- Personnel Services
- Financial & Business Procedures
- Curriculum and Instruction
- Policy Development
- Public Hearings

Consent Agenda

Item Requires Board Action:

Item is for Information Only:

Item: Copier Lease Conversion

Background:

The district's copier lease is coming to a close within the next six months and both the school and district copiers are becoming outdated. One copier has both color and black and white capabilities and is costly to operate. Administration contacted our current copier lease provider, Discovery Systems, Inc. and was provided a quote for updated equipment and to explore options that provide for both durability and function. The quote will provide the district with three (3) new copiers; two (2) for the Bayside MLK school and one (1) at the SMCSD office. If approved, the school would have a dedicated copier for color production only. This will allow for more durable operation for each of the main copiers.

Under the current lease, which includes service and supplies, the district pays \$1,356 per month + tax for both copiers. The new total cost per month for equipment, service and supplies for all three devices will be \$1,162 per month + tax. This represents a savings of \$193 per month and \$2,316 per year. Over the five year lease period we will realize a savings of \$11,580. There are no other costs associated with this change of equipment. Discovery Systems will phase out the current lease and a new lease will begin with delivery of the new equipment. Discovery Systems, Inc. is prepared to deliver this equipment to our site as soon as February 18, 2019, pending board approval.

Fiscal Impact: Cost savings over five years of \$11,580.

Recommendation: Approval

Agreement No. _____

EQUIPMENT DESCRIPTION

| Equipment MFG Model & Description | Serial Number | Accessories |
|-----------------------------------|---------------|-------------|
| KYOCERA 6002i KYOCERA 4052ci | | |

See attached schedule for additional Equipment / Accessories

Billing Address: 200 PHILLIPS DR., MARIN CITY, CA. 94965
Equipment Location: _____

SUPPLIER **TRANSACTION TERMS**

Discovery Office Systems, Inc.
1269 Corporate Center Parkway
Santa Rosa, CA 95407

Term: 60 months Minimum Monthly Payment: \$ 893 (plus applicable taxes)
Excess Per Image Billing Preference (monthly if not checked)
 Monthly Quarterly Semi-Annually Annually Document Fee: \$75.00 (included on first invoice)
Supplier Fuel/Freight Fee: \$ _____ per month (Not to exceed \$75.00 per month)
The following additional payments are due on the date this Agreement is signed by you:
Advance Payment: \$ _____ (plus applicable taxes) Applied to: First Last

| Image Type | Minimum Number of Images | Excess Per Image Charge |
|------------|--------------------------|-------------------------|
| BLACK | 23,000 | .01 / .015 |
| COLOR | 0 | .056 |

YOU HAVE SELECTED THE EQUIPMENT, THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. EXCEPT TO THE EXTENT PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF CUSTOMER'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. **IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the Minimum Payment and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Minimum Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us (or our agent) with the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding of any amounts. You authorize us to adjust the Minimum Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Payments and other payments due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Minimum Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 2 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **OTHER CHARGES.** You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay property taxes, and you agree, at our discretion, to either: (1) reimburse

| OWNER ("We", "Us") | CUSTOMER ("You") |
|--------------------------------|--|
| Discovery Office Systems, Inc. | SAUSALITO MARIN CITY SCHOOL DISTRICT (Customer Full Legal Name) |
| By: X _____ | By: X _____ |
| Name: _____ | Name: X _____ Title: X _____ |
| Title: _____ Date: _____ | Date: X _____ Federal Tax ID: 68-0194364 |

us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each month our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we deem appropriate. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly Fuel/Freight Fee, specified on page 1 of this Agreement, which will be remitted by us to the Supplier.

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge rate not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE.** The Supplier identified on page 1 of this Agreement ("Supplier") has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that: (a) the Supplier is solely responsible for all service maintenance of the Equipment set forth herein; (b) in the event that we assign this Agreement, our assignee (1) shall not be responsible for any service, repair or maintenance of the Equipment; and (2) will bill (on a pass through basis) on behalf of Supplier any applicable Excess Per Image Charges and the portion of the Minimum Payment attributable to service maintenance of the Equipment, whether "Service Only" or not; and (c) no assignee of us shall be a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Agreement without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) the portion of the Minimum Payment which relates to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment.

5. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Agreement to be correct or caused by your acts or omissions inconsistent with such assumption of this Agreement. In the event of any such loss, we may increase the Minimum Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments and other charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may not be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall 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 to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least 30 days prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to return all, but not less than all, of the Equipment. IF YOU FAIL TO PROVIDE US WITH SUCH 30 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS (THE "RENEWAL TERM") and all of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Minimum Payments, Excess Per Image Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). If you are in default, (or a non-appropriation of funds occurs) or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Agreement or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and 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; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Agreement: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Agreement is binding on you and your successors and assigns. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors, and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR THE SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Agreement is reflected in the Minimum Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Agreement; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; and (d) at our request, you, who executed this Agreement and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Agreement containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement.



Date: 1/27/2019

CUSTOMER ORDER

| | |
|--|---|
| Bill To Customer: Sausalito Marin City School District | Ship To Customer: Same |
| Address: 200 Phillips Dr | Address: 200 Phillips Dr |
| Dept / Location: District Office | Dept / Location: DO and Bayside MLK Jr Academy |
| City: Marin City St: CA Zip: 94965 | City: Marin City St: CA Zip: 94965 |
| Fax # | Delivery Contact Name: Dave Finnane |
| Phone#: (415) 332-3573 Contact: Sausalito Marin City School District | Delivery ContactPhone#: 415-332-1024 x 306 |
| Email: | Delivery Contact Email: dfinnane@smcsd.org |
| I.T. Contact Name: Mark Tong | I.T. Phone#: 510-367-9276 I.T. Email: mark@silyco.com |

Cash Lease **Wells Fargo** Other Date Requested: _____

| QTY | Model# | Description | Serial# | Totals | Entrance Information |
|--|----------------|---|----------|-----------------------|--|
| 2 | 1102RM2US0 | TASKalfa 4052ci MFP | | LEASE | <input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear <input type="checkbox"/> Floor Level <input type="checkbox"/> Stairs <input checked="" type="checkbox"/> Elevator <input type="checkbox"/> Ramp <input checked="" type="checkbox"/> Special Instructions |
| 1 | 1703RG0UN0 | Attachment Kit AK-7100 for DF-7120 / DF-7110 | | | |
| 1 | 855D200731 | Copier Cabinet Stand | | | |
| 2 | 1203RV2US0 | DF-7120 1,000 Sheet Finisher | | | |
| 2 | 1203R86US0 | DP-7110 270 Sheet Dual Scan Doc Feeder | | | |
| 2 | 1903RT0US0 | NK-7110 Numeric Keypad | | | |
| 1 | 1203RC2US0 | PF-7110 Dual 1,500 Sheet Paper Trays | | | |
| 1 | 1203NK2US0 | PH-7A Punch Unit for DF-7120/7110 | | | |
| 1 | 1102NK2US0 | TASKalfa 6002i MFP | | | |
| 1 | 1703RG0UN0 | Attachment Kit AK-7100 for DF-7120 / DF-7110 | | | |
| 1 | 1203ND0UN0 | BF-730 Booklet and Tri Folding Unit for DF-7120 | | | |
| 1 | 1203RW2US0 | DF-7110 4,000 Sheet Finisher | | | |
| 1 | 1203R86US0 | DP-7110 270 Sheet Dual Scan Doc Feeder | | | |
| 1 | 1903RT0US0 | NK-7110 Numeric Keypad | | | |
| 1 | 1203RC2US0 | PF-7110 Dual 1,500 Sheet Paper Trays | | | |
| Returned Equipment | | <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Trade-in | | | |
| | Model | Serial # | Device # | | |
| | Kyocera 6551ci | L815300919 | A16841 | | |
| | Kyocera 4551ci | L8D4402479 | A15925 | | |
| LEASE PRICING FIXED FOR THE TERM. USB CONTRACT TO END WITH NO REMAINING PAYMENTS FOR CUSTOMER. SHIP BACK OF 6551CI AND 4551CI TO USB AT NO CHARGE TO CUSTOMER. | | | | Sub Total | LEASE |
| | | | | Plus Sales Tax | |
| | | | | Delivery/Installation | |
| | | | | Total Purchase Price | LEASE |

[Link to CA Tax Rates](#)

NETWORK SUPPORT AGREEMENT

Please Check one: Phone Support \$9.95 per month ___ Years HyPAS App Support \$350 per year
 Year one only 3 hrs of support \$0 5 Hour on site support- \$575.00 10 Hour on site support- \$1,125.00

MAINTENANCE AND SUPPLIES AGREEMENT

| GOLD | SILVER |
|--|--|
| Includes - Toner, Developer, Drums, or Photoconductors, Filters, Parts, Preventative Maintenance & Labor | Includes Parts & Labor Only |
| Excludes - Paper, Staples, Labels or Transparencies | Excludes - Supply Units, Paper, Staples, Labels or Transparencies, Fuser, Maintenance Kits |

CONTRACT PRICING

Base Billing Cycle Is: base of for Black & White images
 and \$ for Color images

Overage Billing Cycle Is: Lease includes 60k Black images/quarter for K6002i B&W K-6002i over 60,000/qr
 Lease includes 9K Black Images/quarter for 2-4052ci B&W K-4052ci over 9,000/qr
 Lease does not include any color images Color billed as used every qtr

Prepared By: Christina Mulcahy
 Discovery Sales Rep

Accepted By: _____
 Buyer's Signature

*Signature acknowledges buyer has received and accepted terms and conditions

Christina Mulcahy
 Print Name

 Print Name

This Order Subject To Management Approval

 Title

 Date

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This agreement covers both the labor and the material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. Gold and Platinum agreements include drums, developer, PM kits and toner in the amount consistent with manufacturers published yields and servicing intervals. Freight charges may be applied and additional supplies will be billed at the prevailing rate. Silver, Fax/Printer agreements include labor and non-consumable parts only; No toner, developer, IU, Drums or PM kits are included. UPS/Fuel Surcharges may be applied as deemed necessary due to increased costs.

2. SERVICE CALLS

Service calls covered under this agreement will be made during normal business hours (8:00a.m. – 5:00p.m.) at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

3. LIMITATIONS AND EXCLUSIONS

- A. It is understood that the obligation of Discovery Office Systems hereinafter referred to as DOS for service and maintenance under this Agreement shall be limited to only the equipment specified within this contract.
- B. Service calls resulting from a malfunction of or damage caused by associated peripheral equipment not listed in the Agreement, or (b) use of paper and toner or other supplies not meeting OEM's specifications, or (c) operator or user error, (d) failure to perform operator maintenance as defined in the operator manuals, extreme environmental conditions, (temperature, dirt, high dust airborne contaminants, humidity) will be invoiced to the Customer at DOS's current Standard Service Rates.
- C. Maintenance service does not include performing service connected with the relocation of the equipment. All services rendered in connection with equipment relocations will be invoiced to the Customer at DOS's current Standard Service Rates. All freight charges incurred in the relocation are the liability of the Customer.
- D. Customer agrees to notify DOS of any Customer performed relocations. Failure to do so may cause delays in response time when a service call is received for said equipment.
- E. No other agreements, representations or understanding, expressed or implied, not specified herein, apply to the Agreement or services furnished hereunder.
- F. When in its sole discretion DOS determines a shop reconditioning is necessary to keep the equipment in working condition, DOS will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under the Maintenance Agreement. If the Customer does not authorize such reconditioning, DOS may terminate service of the equipment under this agreement or may refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at the current published labor rates plus any parts or supplies required during the service call.
- G. Service required as a result of misuse, neglect, abuse, or operator error (e.g., Toner spill, internal damage caused by foreign objects such as paper clips or staples) is not included as a standard service and will be charged to the Customer at DOS's current Standard Service Rates.
- H. Electrical or mechanical work external to the equipment and/or system is not covered under this agreement.
- I. Repair and/or maintenance required to fix damages, malfunctions or service failures caused by (a) Customer's repair, modifications or movement of the equipment and (b) abuse, misuse or negligence, acts of God or natural disasters are not covered under this agreement.
- J. When DOS deems necessary, loaner equipment will be provided until the contracted equipment is repaired and deemed serviceable. Service loaners remain the property of DOS.
- K. Equipment deemed by DOS as unserviceable and beyond economical feasible repair, due to excessive age or usage, may be discontinued from contractual coverage.
- L. In cases where items necessary for repair are no longer available from the manufacturer DOS shall have the option to (a) terminate this agreement and issue a credit for any pre-payments, (b) if item can be obtained from sources other than the manufacturer than item shall be chargeable and offered to the customer, (c) provide a service loaner for no more than 45 days.
- M. In no event shall DOS be liable to customer or any other party for any lost profits or special, incidental or consequential damages (However arising, including negligence) arising out of or in connection with this agreement.
- N. Excludes repair and/or replacement of all network printing, scanning, faxing functions affected by updates, changes and/or modifications of the customer network whether by the customer, customers operating system of contractor thereof, or external network accessories, or systems not part of the MFP/Printer covered by this contract.
- O. Excludes repair and/or replacement of peripheral equipment (e.g., Fiery Control Systems, Coin Vend Systems, etc.) unless added and charged as a separate line item.

4. TERM

This annual agreement shall become effective upon DOS's receipt of signed agreement and/or payment of the initial maintenance charge provided in this Agreement hereof and shall continue for twelve months after effective date. This Agreement is non-refundable, non-transferable and subject to an increase not to exceed 15% annually on current manufactured equipment and 25% on discontinued equipment. This Annual Agreement will automatically renew on contract anniversary date, unless DOS receives a written cancellation thirty days prior to anniversary date.

5. CHARGES

The initial annual charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance, service, and repair during the initial term and any renewal term within 30 days of the date of DOS' invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. Repair and/or maintenance of said equipment not covered by this Agreement will be separately charged at DOS's current Standard Service Rates.

6. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: 1) DOS may (a) refuse to service the equipment (b) furnish service on a C.O.D. "Per Call" basis at DOS' current Standard Service Rates and 2) the Customer agrees to pay DOS costs and expense of collection including all attorney's fee incurred in collection. If equipment is moved outside of DOS's servicing area, DOS shall have the option to charge, and the Customer agrees to pay the difference in published maintenance charges between the current service area and the new service area, such charges to be assessed on a pro-rated basis. If equipment is moved beyond DOS' published service area, DOS has the right to cancel the maintenance agreement.

7. RENTAL AGREEMENT TERMINATION (Applies when used as Rental Agreement, not Maintenance Agreement)

- a. This Rental Agreement may be terminated, with or without cause, by Discovery Office Systems with no less than 30 days prior written notice.
- b. Should Customer terminate this Rental Agreement prior to the end of its term, with or without cause, Customer shall:
 - i. Permit DOS to remove any DOS owned equipment and supplies covered under this Rental Agreement
 - ii. Pay all charges due and owing to DOS through the date of removal of such equipment and/ or supplies.

8. CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DOS with accurate and timely meter readings at the end of each applicable billing period through the use of Automated Meter Collection Software during the Initial Term and all subsequent Renewal Terms. The Maintenance Pricing is based on the use of the Automated Meter Collection Software. An additional \$_____ monthly service fee will be charged for network connected equipment if the Customer elects not to use Automated Meter Collection Software.

To DECLINE installation of the Meter Collection Software please initial here _____

9. CONFIDENTIALITY

DOS recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. DOS agrees to treat Customer's Information on a confidential basis. DOS further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of DOS who have to perform the services contemplated hereunder. DOS agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

10. ADDITION OF EQUIPMENT (MPS PageLogic ONLY)

Customer is required to immediately notify DOS upon installation of any additional equipment and/or movement of covered equipment at Customer's site. Upon installation, if DOS deems equipment serviceable, such equipment shall automatically be added to Schedule A, and be covered by this MPS Agreement and shall be considered the Equipment for all purposes under this agreement.

11. MISCELLANEOUS

- A. This Agreement and any amendments thereto shall be governed in accordance with the laws of the State of California.
- B. DOS will not be liable for any failure to perform which may be attributable to (a) the inability to obtain raw materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis, (b) the interruption of transportation, (c) government regulation, labor disputes, strikes, war, fire, flood, accident, or other cause beyond DOS's control making it impractical for DOS to perform, (d) manufacture backorders and/or discontinuation of parts.

REMOTE SUPPORT / NETWORK SUPPORT / NETWORK INSTALLATION TERMS AND CONDITIONS

Remote Support / Network Support is a separate service to provide assistance with network issues or network key operator training. Service calls related to network connectivity will initially be supported by Remote Support. Customer will allow Remote Assistance for the purpose of firmware upgrades, print driver upgrades, and troubleshooting network connection as it relates to the device on contract, such as updating IP addresses or scanning information. This does not cover troubleshooting or repair of customer's external devices, for example; routers, switches, desktop or laptop computers and servers. The Remote Support inclusion does not cover any on-site support. On-Site support will be invoiced at the prevailing rate unless an on-site agreement is in place.

1. This Agreement represents the entire Agreement between the parties. Discovery Office Systems sales and service representatives are not authorized to make any modifications to this Agreement. Any modifications to this agreement require prior written approval from an officer of Discovery Office Systems.
2. Remote Support or on-site service shall be provided hereunder only during Discovery Office System's normal business hours, exclusive of Discovery Office Systems holidays. Normal business hours are 8:00 am to 5:00 P.M. Monday through Friday subject to change by Discovery Office Systems.
3. Certain systems must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operators manual. Customer shall ensure that the System is installed in an area that conforms to these requirements.
4. Discovery Office Systems will not assume any liability for any conditions arising from electrical circuitry external to the equipment and equipment line cord nor is any external electrical work covered under this Agreement.
5. This is a service contract, Discovery Office Systems shall have no liability or responsibility to customer or any other persons or entity with respect to any liability, loss or damage caused, directly or indirectly by the service sold or provided by Discovery Office Systems including, but not limited to, any interruption of service, loss of business, anticipatory profits or consequential damages resulting from the use or operation of the services provided, and in no event, shall Discovery Office Systems be liable for the loss of profits or any indirect, special, or consequential damages arising out of any breach of this agreement.
6. This Agreement is not assignable or transferable without prior written consent of Discovery Office Systems.
7. Invoices pursuant to this Agreement will be tendered at the outset of each term. All charges for services and parts hereunder and all remote Maintenance charges shall be due and payable by the customer immediately upon receipt of invoice. Customer agrees to pay any costs, including reasonable attorneys' fees, incurred by Discovery Office Systems in connection with the amounts owed hereunder, or the enforcement of any other rights hereunder.
8. Payment of the annual term will supersede monthly, quarterly, and semiannual billings and will be due in the event of Buyers default, or upon Buyer's cancellation of this Agreement without regard to proper cancellation as stated in Paragraph 11.
9. Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party providing written notice of such cancellation no later than (30) days prior to the expiration of the term then in effect. In addition, Discovery Office Systems may cancel this Agreement, in whole or part, at any time upon (7) days written notice, or without notice in the (30) day period prior to renewal date, if customer at any time is within breach of any term or condition contained herein. Should this contract be canceled by customer, Discovery Office Systems will not issue any refund for the unused portion.
10. Discovery Office Systems shall at its option discontinue service in the event the customer account becomes delinquent.
11. This Agreement shall be automatically renewed upon expiration of the initial term for successive renewal terms at Discovery Office System's rates in effect at the time of applicable renewal.
12. Network installations include up to 120 minutes of labor at a scheduled appointment to initiate the following: Loading drivers on a supported Windows or Mac server and associated supported workstations. Configure scanning from MFP to supported servers and/or workstations. Training for your Network Administrator related to the installation of drivers, utilities and their usage at the time of installation. Training for users related to system and associated software at the time of installation.
13. DOS recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers from improper use or disclosure. DOS agrees to treat Customer's Information on a confidential basis. DOS further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of DOS who have to perform the services contemplated hereunder. DOS agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.
14. Network topology for all installations shall be minimum CAT5e utilizing TCP/IP on a preexisting Windows or Mac network. Some features and functions are dependent upon certain network conditions such as a compatible mail server or OS versions. An analog phone line will be needed to utilize network faxing and must be within 10 feet of the equipment location. Equipment location must be within 14 feet of five data ports. Additional hardware needed to complete machine connectivity at time of scheduled appointment will be invoiced.

Remote Support \$9.95/mo
 One year 3 hours onsite support \$395
 One year 5 hours onsite support \$650
 One year 10 hours onsite support \$1,300

 X Customer Signature _____ Date
 NO CHARGE

Current copier investment for Sausalito Marin City School District compared to projected new

Current 60 month lease (comes to term August 2019)

Two machines currently on lease- One color unit for the Bayside MLK Academy and one color unit for the District Office

Lease is \$710 per month + tax for just the equipment (plus \$116.49 for insurance which is an unnecessary expense for the District)= \$826.49 per month + tax including insurance

Service billed separately at \$.0105 for black images and .0612 for color images

The School runs an average of 19,500 black images per month= \$204.75

The District runs an average of 2,867 black images per month= \$30.10

The School runs an average of 3,340 color images per month= \$ 204.41

The District runs an average of 1,464 color images per month= \$89.60....***\$1,355.35 per month***

Recommendation- Kyocera 6002i black-only unit with Feeder, Booklet Finisher and Hole Punch and Kyocera 4052ci color unit with Feeder only and standard 2-500 sheet universal paper drawers and storage cabinet. The 4052ci will be the color unit and will serve as back-up to provide redundancy for the campus

The District will also have a new color Kyocera 4052ci with same accessories as current (Feeder, Stapling, Hole Punch, 2-500 sheet universal paper drawers and 2- 1,500 sheet letter size paper drawers).

SMCSD to provide a certificate of proof of insurance to eliminate additional insurance charges going forward.

New lease- \$893 per month + tax total for all three units.

Includes 23,000 black images to be shared between the School and the District- Additional images billed at only \$.01 per black image for the Kyocera 6001i and \$.015 for the 4052ci color units (vs .0105 currently)

ALL color images billed as used at \$.056 per image plus tax (vs .0612 currently)

At average volume (per above) additional black images will be 0 @.01= \$0

At average color volume per above, charges will be 4,804 color images @\$.056= \$269

For a new monthly total of \$1,162 per month + tax. A savings of \$193 per month x 12 months= \$2,320 per year over five years = \$11,600!!