

Andy Beshear  
Governor



OK AS TO FORM  
A.M.H 01-09-2024

Jamie Link  
Secretary, Education and  
Labor Cabinet

Robin Fields Kinney  
Interim Commissioner of Education

**KENTUCKY DEPARTMENT OF EDUCATION**  
300 Sower Boulevard · Frankfort, Kentucky 40601  
Phone: (502) 564-3141 · [www.education.ky.gov](http://www.education.ky.gov)

November 28, 2023

Supt. Marty Pollio  
Jefferson County School District  
3332 Newburg Rd.  
Louisville, KY 40218

Dear Superintendent Pollio:

Please be advised of the approval of the lease agreement between the Jefferson County School District and Konica Minolta Premier Finance. This letter of approval fulfills the requirement of KRS 65.944, which provides that leases in excess of \$100,000 be approved by the chief state school officer.

Sincerely,

Robin Fields Kinney  
Interim Commissioner of Education



Association of Educational  
PURCHASING AGENCIES

### Contract Categories

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- Classroom Supplies
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- Scoreboard & Marquee Signage
- Digital Resources
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- Interactive Classroom



For more information:  
 Ann Burden [ann.burden@grrec.org](mailto:ann.burden@grrec.org) 270-563-2113

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**Office Supplies  
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and more.....**

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**Association of Educational**  
PURCHASING AGENCIES

**Expertise Working For You**

Kentucky's lead AEPA agency is the Green River Regional Educational Cooperative. GRREC works closely with: CKEC, KEDC, KVEC, NKCES, OVEC, SESC and WKEC to save their members thousands of dollars each year.

**Bid Requirements Are Met**

You can purchase from any of the AEPA contracts knowing they have been solicited locally in Kentucky and fulfill the formal/legal bid requirements for district purchases.

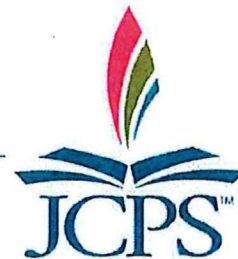
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This is a FREE online service for all K-12 school districts and will save you TIME & MONEY! Shop AEPA supplies contracts as well as find information on approved contracts such as: Roofing, Furniture, Turf, Scoreboards, Sports Lighting, Athletic Surfaces and more. Register for the *KYAEP*A Marketplace at

**[www.kyaepa.org](http://www.kyaepa.org)**

**For More Information**

Contact Ann Burden at 270-563-2113 or  
[ann.burden@grrec.org](mailto:ann.burden@grrec.org)



To whom it may concern,

It has come to my attention that we have a need for an automated cutting solution in Materials Production's large format printing area. Large format printing is by far the largest growing area in the print industry and Materials Production is no exception to that. In the 20 plus years I have worked for the department, I have watched our large format print area grow from a 36" wide table-top printers and laminators to what it has become today. Our capabilities in equipment range from 60" banner printers, large flatbed printer, a 40" rapid-poster printer, as well as two large laminators. We now have a full room dedicated to large format printing. A little over a year we were given the opportunity to hire a large format operator, to run and manage all this equipment and bring new ideas to the table. This was a great step forward for our department. However, we have grown to the point that this person could easily use an assistant to help with the finishing and packaging components of printing. After some research and help from our partners at Konica Minolta, we have concluded that leasing a Colex SharpCut SX1732 Pro flatbed cutter would benefit us greatly. This device would eliminate some of the extended time inherent in the finishing process. Increase our capabilities and reduce some of the need for extra assistance. This will Save our department time and money in the long term. With this machine we will be able to cut contour shapes out of almost any material. Eliminating hours of time cutting those same shapes by hand. Making any shape a possibility for Material Production to show off its capabilities -- from magnets, lettering, school's mascots, logos, to table-like large stand-up products. In conclusion, I believe this machine is the best next step forward for Materials Production. Eliminating time, saving money and freeing our large format operator up to do and manage other projects. This will give us the ability to make objects in-house that our schools are going outside to get produce. This will allow us to be more creative and efficient with both time and project creation. All while providing better more timely service to our schools within the district.

Neil E. Gonterman  
Materials Production  
Production Service Coordinator

OK AS TO FORM  
A.M.H 01-09-2024



### Order Agreement

Check Applicable Box  Purchase  Lease  Other:

<b>INVOICE TO</b> Account #	<b>SOLD TO</b> Account # SO 0001200329	<b>SHIP TO</b> Account #
Legal Name KONICA MINOLTA PREMIER FINANCE	Legal Name JEFFERSON COUNTY PUBLIC SCHOOLS	Legal Name JEFFERSON COUNTY PUBLIC SCHOOLS
Attn Line 1	Attn Line 1	Attn Line 1 NEIL GONTERMAN
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 1111 OLD EAGLE SCHOOL RD	Street Address 3001 CRITTENDEN DR	Street Address 3001 CRITTENDEN DR
City WAYNE State PA Zip 19807	City LOUISVILLE State KY Zip 40209-1119	City LOUISVILLE State KY Zip 40209-1119
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)	Tax Exempt #	P.O. Expiration Date
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	P.O. #	

Payment Terms: SEE LEASE	<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____	Amount Check #
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Requested Delivery Date: SEE ATTACHED Maintenance Contract  Accepted  Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
7950.0	7640019841	COLEX FREIGHT			
1	TN00101	CONVEYOR READY OPTION FOR SX173			
1	T00145	ROLL FEEDER			
1	T00135A	KISS CUTTING KNIFE			
1	T00139	UNIVERSAL SINGLE EDGE KNIFE			
1	TN00106	COLEX SX1732 FLATBED CUTTER 5X10			
1	T00138S	COROPLAST KNIFE PROMO NEW			
1	T00150S	ROUTER MOTOR (HVY DTY) 24000 RPM			
1	L030S	SHARPCUT UNLIMITED PHONE SUPPO			
1	7640015255	PROFESSIONAL SERVICES NEW			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	

**ADDITIONAL CHARGES**

Network \_\_\_\_\_  Removal \_\_\_\_\_  Other \_\_\_\_\_

Additional Charges \_\_\_\_\_  
**TOTAL** \_\_\_\_\_  
 (TOTAL is exclusive of applicable taxes)

PICK-UP Requested Removal Date: 05/26/2023

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

COMMENTS



# Order Package Acceptance Agreement

Customer Name/Address:

JEFFERSON COUNTY PUBLIC SCHOOLS  
3001 CRITTENDEN DR  
LOUISVILLE, KY 40209-1119

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00668038 time stamped 01/05/24 03:45 PM).

This Order Package is governed by the terms and conditions of the Master Agreement contract between Konica Minolta Business Solutions U.S.A., Inc. and ASSOC OF EDUCATIONAL PURCHASING AGENCIES IFB 021 C \_\_\_\_\_, dated 03/01/2021 terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

### Authorized Customer Representative

Name: Martin Pollio  
(Please Print)

Signature: \_\_\_\_\_

Title: Superintendent

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

### KMBS Representative

Name: Lori Watson  
(Please Print)

Signature: *Lori Watson*  
DocuSigned by:  
15EF182CA94245A...

Date: 1/5/2024

### KMBS Manager

Name: Pamela Reese  
(Please Print)

Signature: *Pamela Reese*  
DocuSigned by:  
CB82ECBB220A47E...

Date: 1/5/2024

**DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER** 500-50488923

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

**I. STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT**

- 1. Bank Qualification Section
  - Read and check box if appropriate
- 2. Lessee Signature
  - Print name, title, sign and date (must be authorized officer)

**II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE**

- Print name, title, sign and date

**III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)**

- Print name, title, sign and date

**IV. STATE SPECIFIC ADDENDA**

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

**V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER**

- Print name, title, sign and date

**VI. 8038G OR GC — IRS FORM. Post funding: Form will be sent to you via email to sign and return with an original signature.**

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

**VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE):**

- Insurance Certificate for Property – List KONICA MINOLTA PREMIER FINANCE \_\_\_\_\_ and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.
- Insurance Certificate for Liability – List KONICA MINOLTA PREMIER FINANCE \_\_\_\_\_ and/or Its Assigns as "additional insured."
- Vendor Invoice listing customer as both bill to and ship to party (to be provided by vendor)
- Completed Billing Information form
- Advance payment check made payable to KONICA MINOLTA PREMIER FINANCE \_\_\_\_\_
- State sales tax exemption certificate
- Escrow Agreement – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- \_\_\_\_\_
- \_\_\_\_\_

**ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:**

Attention: COLEEN SCHURR  
Email: CSCHURR@LEASEDIRECT.COM

Lease Processing Center  
1111 Old Eagle School Road  
Wayne, PA 19087  
COLEEN SCHURR

08PFDOC073v9

# Konica Minolta Premier Finance

1111 Old Eagle School Road  
Wayne, PA 19087

# State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220  
FACSIMILE: (800) 700-4643

<b>LESSEE</b>	Full Legal Name Jefferson County Public School District	Phone Number 502-313-4357
	DBA Name (if any)	Purchase Order Requisition Number
	Billing Address 3332 NEWBURG RD City LOUISVILLE State KY Zip 40218	Send Invoice to Attention of:

<b>EQUIPMENT INFORMATION</b>	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				1 - COLEX SX1732 FLATBED CUTTER 5X10
Equipment Location (if not same as above)		City	State	Zip

<b>PAYMENT INFORMATION</b>	Number of Lease Payments 72	Lease Payments: See Lease Payment Schedule Attached as Attachment 1	<b>BANK QUALIFICATION</b>
	Full Lease Term (in Months) 72	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____	
	End of Lease Option: \$1		

By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.

Bank Qualification Elected

### TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to Konica Minolta Premier Finance, its successors and assigns, as the "Lessor" of the Equipment.

**1. LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

**2. TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

**3. LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

**4. CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

**5. NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

**6. WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

**7. DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

<b>LESSEE SIGNATURE</b>	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment is:	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
	Signature	Date
	Title	
	Print Name	
	Legal Name of Corporation Jefferson County Public School District (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

<b>LESSOR</b>	Lessor Signature	Date
	Print Name	
	Title	
	For	<b>KONICA MINOLTA PREMIER FINANCE</b>
	Lease Number	500-50488923
	Lease Date	JANUARY 8, 2024
	Vendor I.D. Number	122324-0001



CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

**10. ASSIGNMENT.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

**12. LESSEE'S NEGLIGENCE.** To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

**13. TAXES.** YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

**20. "INTENTIONALLY OMITTED"**

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

**22. BANK QUALIFICATION.** If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

**25. ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

**26. ELECTRONIC TRANSACTIONS.** WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.

**ATTACHMENT 1**

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT**

**Lease Payment Schedule**

LESSOR: KONICA MINOLTA PREMIER FINANCE LEASE NUMBER: 500-50488923  
 LESSEE: Jefferson County Public School District LEASE DATE: JANUARY 8, 20 24

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0	0	113,036.23	-
1	1,965.70	725.87	1,239.83	111,796.40	118,504.18
2	1,965.70	717.91	1,247.79	110,548.61	117,181.53
3	1,965.70	709.90	1,255.80	109,292.81	115,850.38
4	1,965.70	701.84	1,263.86	108,028.95	114,510.69
5	1,965.70	693.72	1,271.98	106,756.97	113,162.39
6	1,965.70	685.55	1,280.15	105,476.82	111,805.43
7	1,965.70	677.33	1,288.37	104,188.45	110,439.76
8	1,965.70	669.06	1,296.64	102,891.81	109,065.32
9	1,965.70	660.73	1,304.97	101,586.84	107,682.05
10	1,965.70	652.35	1,313.35	100,273.49	106,289.90
11	1,965.70	643.92	1,321.78	98,951.71	104,888.81
12	1,965.70	635.43	1,330.27	97,621.44	103,478.73
13	1,965.70	626.89	1,338.81	96,282.63	102,059.59
14	1,965.70	618.29	1,347.41	94,935.22	100,631.33
15	1,965.70	609.64	1,356.06	93,579.16	99,193.91
16	1,965.70	600.93	1,364.77	92,214.39	97,747.25
17	1,965.70	592.16	1,373.54	90,840.85	96,291.30
18	1,965.70	583.34	1,382.36	89,458.49	94,826.00
19	1,965.70	574.47	1,391.23	88,067.26	93,351.30
20	1,965.70	565.53	1,400.17	86,667.09	91,867.12

Sales tax of \$0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (in its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

12PFDOC224

**ATTACHMENT 1**

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT**

**Lease Payment Schedule**

LESSOR: KONICA MINOLTA PREMIER FINANCE  
 LESSEE: Jefferson County Public School District  
 LEASE NUMBER: 500-50488923  
 LEASE DATE: JANUARY 8, 2024

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
21	1,965.70	556.54	1,409.16	85,257.93	90,373.41
22	1,965.70	547.49	1,418.21	83,839.72	88,870.10
23	1,965.70	538.39	1,427.31	82,412.41	87,357.15
24	1,965.70	529.22	1,436.48	80,975.93	85,834.49
25	1,965.70	520.00	1,445.70	79,530.23	84,302.04
26	1,965.70	510.71	1,454.99	78,075.24	82,759.75
27	1,965.70	501.37	1,464.33	76,610.91	81,207.56
28	1,965.70	491.96	1,473.74	75,137.17	79,645.40
29	1,965.70	482.50	1,483.20	73,653.97	78,073.21
30	1,965.70	472.98	1,492.72	72,161.25	76,490.93
31	1,965.70	463.39	1,502.31	70,658.94	74,898.48
32	1,965.70	453.74	1,511.96	69,146.98	73,295.80
33	1,965.70	444.03	1,521.67	67,625.31	71,682.83
34	1,965.70	434.26	1,531.44	66,093.87	70,059.50
35	1,965.70	424.43	1,541.27	64,552.60	68,425.76
36	1,965.70	414.53	1,551.17	63,001.43	66,781.52
37	1,965.70	404.57	1,561.13	61,440.30	65,126.72
38	1,965.70	394.55	1,571.15	59,869.15	63,461.30
39	1,965.70	384.46	1,581.24	58,287.91	61,785.18
40	1,965.70	374.30	1,591.40	56,696.51	60,098.30
41	1,965.70	364.08	1,601.62	55,094.89	58,400.58
42	1,965.70	353.80	1,611.90	53,482.99	56,691.97
43	1,965.70	343.45	1,622.25	51,860.74	54,972.38
44	1,965.70	333.03	1,632.67	50,228.07	53,241.75
45	1,965.70	322.54	1,643.16	48,584.91	51,500.00
46	1,965.70	311.99	1,653.71	46,931.20	49,747.07
47	1,965.70	301.37	1,664.33	45,266.87	47,982.88
48	1,965.70	290.69	1,675.01	43,591.86	46,207.37
49	1,965.70	279.93	1,685.77	41,906.09	44,420.46
50	1,965.70	269.10	1,696.60	40,209.49	42,622.06
51	1,965.70	258.21	1,707.49	38,502.00	40,812.12
52	1,965.70	247.24	1,718.46	36,783.54	38,990.55
53	1,965.70	236.21	1,729.49	35,054.05	37,157.29
54	1,965.70	225.10	1,740.60	33,313.45	35,312.26
55	1,965.70	213.93	1,751.77	31,561.68	33,455.38

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

12PFDOC224

# ATTACHMENT 1

# STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

## Lease Payment Schedule

LESSOR: KONICA MINOLTA PREMIER FINANCE

LESSEE: Jefferson County Public School District

LEASE NUMBER: 500-50488923

LEASE DATE: JANUARY 8, 2024

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
56	1,965.70	202.68	1,763.02	29,798.66	31,586.58
57	1,965.70	191.36	1,774.34	28,024.32	29,705.78
58	1,965.70	179.96	1,785.74	26,238.58	27,812.89
59	1,965.70	168.49	1,797.21	24,441.37	25,907.85
60	1,965.70	156.95	1,808.75	22,632.62	23,990.58
61	1,965.70	145.34	1,820.36	20,812.26	22,061.00
62	1,965.70	133.65	1,832.05	18,980.21	20,119.02
63	1,965.70	121.88	1,843.82	17,136.39	18,164.57
64	1,965.70	110.04	1,855.66	15,280.73	16,197.57
65	1,965.70	98.13	1,867.57	13,413.16	14,217.95
66	1,965.70	86.13	1,879.57	11,533.59	12,225.61
67	1,965.70	74.06	1,891.64	9,641.95	10,220.47
68	1,965.70	61.92	1,903.78	7,738.17	8,202.46
69	1,965.70	49.69	1,916.01	5,822.16	6,171.49
70	1,965.70	37.39	1,928.31	3,893.85	4,127.48
71	1,965.70	25.00	1,940.70	1,953.15	2,070.34
72	1,965.70	12.55	1,953.15	0.00	-
<b>Grand Totals</b>	<b>141,530.40</b>	<b>28,494.17</b>	<b>113,036.23</b>		

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# BILLING INFORMATION

## PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for KONICA MINOLTA PREMIER FINANCE to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: \_\_\_\_\_

If you would like your Invoices emailed to you in place of regular mail, please provide an email address(es) below:

\_\_\_\_\_  
\_\_\_\_\_

**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**  
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_

Lease/Contract Signer Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ (only provide if requested)

### SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# \_\_\_\_\_  YES  NO

Is a new purchase order required for each new fiscal period?  YES  NO

If yes, provide month/year PO expires \_\_\_\_\_

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit.  YES  NO

Do you require any special information to establish a vendor number for \_\_\_\_\_?  YES  NO

If yes, please advise: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

### CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: \_\_\_\_\_

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

Contact Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES  NO  If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES  NO  If YES, please attach/provide a copy.

***If you have further questions, please consult your regular bond or legal counsel.***

# Konica Minolta Premier Finance

1111 Old Eagle School Road  
Wayne, PA 19087

# ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of JANUARY 8, 2024, between **Konica Minolta Premier Finance**, as Lessor, and Jefferson County Public School District, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, Installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

<b>LESSEE SIGNATURE</b>	Lessee <u>Jefferson County Public School District</u>
	Signature _____ Date _____
	Print Name _____
	Title _____

13KONPF007



Association of Educational  
PURCHASING AGENCIES

# Acceptance of Solicitation & Contract

**Instructions:** PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

## PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name Konica Minolta Business Solutions U.S.A. Inc. Date 9-8-20

Address 1595 SpringHill Rd. City, State Zip Vienna, VA 22182

Contact Person Kristen McKenna Title State and Cooperative Contract Manager

Authorized Signature Kristen McKenna Title State and Cooperative Contract Manager

Email kristen.mckenna@kmbs.konicaminolta.us Phone (703) 760-3551

## PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to twelve (12) months and will commence on the date indicated below and continue until February 28, 2022, unless terminated, canceled, or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency Green River Regional Educational Cooperative

Authorized Representative Ann Burden Ann Burden

Awarded this 16 day of Dec, 2020 Contract Number 021

Contract to commence (Member Agency to select) 3/1/2021 Or