

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT BOARD OF EDUCATION
AGENDA STATEMENT

No. 10 d

MEETING OF July 17, 2019

ITEM TITLE:

NEW BUSINESS

Motion to approve a one-year copier contract renewal
For 2019-2020 with Tongass Business Center

☒ Superintendent
☐ Personnel
☒ Finance
☐ Special Services

SUBMITTED BY: Katie Jo Parrott, Business Manager

CONTACT PERSON/TELEPHONE:

APPROVED FOR SUBMITTAL:

Katie Parrott 907-247-2116

Name Phone

Superintendent

SUMMARY STATEMENT:

The School Board is being asked to approve a one-year contract extension for copier services with Tongass Business Center for the 2019-2020 year.

ISSUE: Board Policy 3300 requires prior Board approval for purchases over \$25,000.

BACKGROUND:

Tongass Business Center provides copier services to the district under a 3-year contract initially issued for the 2015-2016 year. The contract states, "KGBSD and TBC, at their mutual pleasure and agreement, may extend this agreement in (1) one year increments until either party terminates." The contract was extended for the first time last year, 2018-2019 being the first one-year extension. Tongass Business Center offers a flat rate for these services, as well as in town maintenance and servicing of the district's copiers.

RECOMMENDATION:

Approval of a one-year contract extension to Tongass Business Center to provide copier services to the district for the 2019-2020 year.

ATTACHMENTS:

- FY20 contract renewal letter from Marvin Davis
- Tongass Business Center 3-year Contract for Copier Services

FISCAL NOTE:

EXPENDITURE REQUIRED:

\$53,300

AMOUNT BUDGETED:

\$ 60,000

RECOMMENDED ACTION: "I move that the Board of Education approve a one-year contract extension for the 2019-2020 year to Tongass Business Center for copier services, in the amount of \$53,300."



TONGASS BUSINESS CENTER

OFFICE SUPPLIES, FURNITURE, COPIERS, FAXES & REGISTERS

"YOUR BUSINESS RUNS BETTER WITH TBC"

SHOP.TBCENTER.COM

June 19, 2019

Ketchikan Gateway Borough School District
333 Schoenbar Road
Ketchikan, Alaska 99901

Katie Parrot, Business Manager KGBSD
Via hand delivery

Dear Ms. Parrot,

I have attached a final summary of the FY19 copier results for the KGBSD for the period July 1 to June 30, 2019. This represents the contract results for the fiscal year, as an analysis of how the district fared based on the original billing paid in July of last year. Since this is the first year of your tenure there, I will summarize for you the process of billing all copiers in the district represented by this contract.

This contract is based on a "copies made" basis, with certain minimums per machine required to enable the size and features the district required, as amortized over a 5 year process. I pay the capital up front to enable the district to have machines, with my cost amortized over a 5 year period of use by the district. That amortization cost, together with the maintenance cost of each machine, was formulated into a rate originally that would allow the district to have a known cost per copy, and guarantee me a capital recovery of the machines I paid for. Several years ago, with the renewal of the contract and the adoption of machines district wide to replace the original models, Adam Thompson and I reviewed the costs, and arrived at a new rate of \$.0130 per copy. This acknowledges escalation of costs over time, the increased cost of supplies and labor, and was a locked in rate for a three-year period. So the next fiscal period FY20 that we are entering in July will be the second year at the new rate. I hope that Trump's tariffs don't affect us, but we do get most of our supplies and parts from either China, Japan or Mexico.

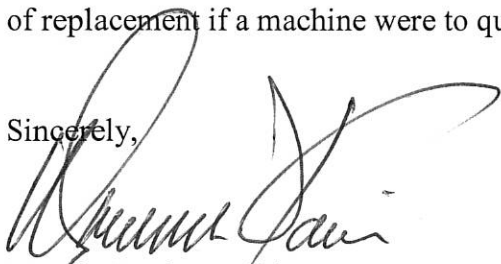
This year represented the final year of replacing all machines with the exception of the Revilla Alternative School machine, which still has lots of copies left, is in good shape, and Kurt sees no need to replace. The original agreement was that each machine placed in the district needed to either make 200K copies per year, or would get billed for that amount, in order to allow us to recover the capital cost. That has seemed to work well for both the district and TBC, and with that level of copies paid for, we are covering the district with a few "unbilled" extras such as a smaller auxiliary copier at Schoenbar office, with those copy count costs being absorbed by this contract.

The district is currently averaging 355K in volume billings per machine, well above the base volume required by the contract of 200K. The outlook for FY20 is about the same as FY19, and the attached

billing represents the same amount billed as fiscal year FY19. We have taken the final volume counts as of June 1, since it is hard to get into the school after shut down, and no material volumes should occur until after July 1, the start of the new fiscal. Prior to opening for school in August, TBC will attempt to rebalance copiers and locations so that the usage is averaged out over multiple machines, rather than a few very high copy count, and a few very low copy count machines.

What the district gets out of this agreement is a known cost per copy made, no maintenance agreement to worry about, all supplies, parts and labor are covered, and we provide the needed maintenance when needed, as needed. And since we own the machines, it is in our interest to make sure that KGBSD is getting the best service possible, essentially if the machines don't run, and volumes used, we don't get paid. This agreement has worked out well for both of us, this year we experienced some finisher problems at both Fawn Mountain and Houghtaling, in one case we completely replaced the copier until we could figure out the problem, and in the other brought in a new finisher to keep the machine running properly. This would be hard for the district to do if they owned the machines, and were faced with the extra expense of replacement if a machine were to quit outright.

Sincerely,



Marvin Davis, President
Tongass Business Center, Inc.
Desk 907-228-4675
Cell 907-617-3575

Enclosures: FY19 results
FY20 BILLING 133316-1
FY20 expected expense

WWW.TBCENTER.COM
618 Dock Street, Ketchikan, Alaska, 99901

TONGASS BUSINESS CENTER

JUNEAU OFFICE

P: 907-463-3860
F: 907-463-2565
tbcjnu@tbcenter.com
5445 Shaune Dr. Ste. 3
Juneau, AK 99801



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www.tbcenter.com

OUTLYING COMMUNITIES: 1-800-478-9015

KETCHIKAN OFFICE

P: 907-225-9015
F: 907-225-9014
tbcktn@tbcenter.com
618 Dock St.
Ketchikan, AK 99901

INVOICE

INVOICE NUMBER 133316-1

INVOICE DATE *PREBILL* 06/19/19

ACCOUNT NUMBER 102140

DEPT NUMBER

BILLTO ADDRESS			SHIPTO ADDRESS		
KETCHIKAN G B SCHOOL DIST 333 SCHOENBAR ROAD KETCHIKAN AK 99901 907-247-3824			KETCHIKAN G B SCHOOL DIST 333 SCHOENBAR ROAD KETCHIKAN AK 99901		
CUSTOMER PURCHASE ORDER	SALESPERSON	PO	ROUTE	PAYCODE	ORDER TAKER
	KETCHIKAN SCHOOL D	FY20COPIES	K3	CHARGE	9MD

ITEM NUMBER	ITEM DESCRIPTION	UM	ORD QTY	SHIP QTY	B/O QTY	SELL PRICE	EXTEND PRICE
TBCMISCMaint	FY20 COPY CONTRACT ALL SCHOOLS 4,100,000 COPIES AT \$.0130/COPY FULL FISCAL FY20 EXTENSION OF PREVIOUS CONTRACT 15 COPIERS PER SCHEDULE SERVICE CHRGS NO LINK CONTRACT THIS INVOICE IS NOT DUE UNTIL JULY 2019 <i>* Contract Commences 7/1/19 For FY20 School Year.</i> <i>INVOICE DATE S/B Recorded as 7/1/19, it will show up on July Statement.</i> <i>[Signature] TBC 6.19.2019</i>	EA	1	1		53300.000	53300.00

THERE IS A 15% RESTOCKING FEE FOR RETURNS ON SPECIAL ORDER ITEMS.

Subtotal 53300.00

Tax

Total Due 53300.00

FY 20 BUDGET TEST.

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
FAX 225-2356
Budget Est. for FY20 School Year

CONTRACT RATE

\$ 0.01300
New FY19 Rate

Beginning 7/1/2019 Location	Model	TAG #	Copy Count* Begin 07/01/19	Est. Copy Count AS OF 06/30/20	Copies estimated FY 2020	G Copies Allowed	H Copies Left	I REAL Cost to date	Prepaid Amt Left	Amount Used
Revilla High CPC Program	MX-M550N	1776	702,527	200,000	90,000	200,000	110,000	\$ 2,600.00	\$ 2,600.00	100%
KCS CPC Program	MX-M550N	1783	1,219,275	200,000	230,000	200,000	-30,000	\$ 2,600.00	\$ 2,600.00	100%
KCS CPC Program	MX-M620N	1829	2,132,632	200,000	165,000	200,000	35,000	\$ 2,600.00	\$ 2,600.00	100%
N PT Higgins CPC Program	MX-M700N	1971	1,911,071	200,000	195,000	200,000	5,000	\$ 2,600.00	\$ 2,600.00	100%
N PT Higgins CPC Program	MX-M550N	1775	1,596,404	200,000	255,000	250,000	-5,000	\$ 3,250.00	\$ 3,250.00	100%
Fawn Mnt. 2nd Mach.	MX-M654N	3021	743,015	200,000	160,000	200,000	40,000	\$ 2,600.00	\$ 2,600.00	100%
Fawn Mtn New machine	MX-M654N	3022	194,806	200,000	315,000	310,000	-5,000	\$ 4,030.00	\$ 4,030.00	100%
Houghtaling 2nd Mach.	MX-M654N	3023	1,023,806	200,000	545,000	535,000	-10,000	\$ 6,955.00	\$ 6,955.00	100%
Houghtaling CPC Program	MX-M654N	3024	380,389	200,000	175,000	200,000	25,000	\$ 2,600.00	\$ 2,600.00	100%
Central Office @ HS	MX-M654N	3025	157,296	200,000	90,000	200,000	110,000	\$ 2,600.00	\$ 2,600.00	100%
Kayhi CPC Program	MX-M654N	3026	1,098,680	200,000	325,000	280,000	-45,000	\$ 3,640.00	\$ 3,640.00	100%
Kayhi CPC Program	MX-M654N	3027	881,930	200,000	670,000	650,000	-20,000	\$ 8,450.00	\$ 8,450.00	100%
Schoenbar CPC Program	MX-M654N	3028	330,036	200,000	175,000	200,000	25,000	\$ 2,600.00	\$ 2,600.00	100%
Schoenbar CPC Program	MX-M654N	3029	256,031	200,000	190,000	200,000	10,000	\$ 2,600.00	\$ 2,600.00	100%
TSAS CPC Program	MX-M654N	3030	591,745	200,000	310,000	275,000	-35,000	\$ 3,575.00	\$ 3,575.00	100%
Schoenbar Office Rental	MX-M354N	3081			50,000	0	50,000			
Contract @ \$.013	TBC Owned		13,219,643	3,000,000	3,940,000	4,100,000	260,000	\$ 53,300.00	\$ 53,300.00	100%

*ESTIMATED COPY COUNT COMMENCING JULY 1, 2019 FOR THE FY20 SCHOOL YEAR.
MINIMUM AGREED PER MACHINE TO BE 200,000 or \$2,600.

Estimate for FY20 equals column G*\$.0130

Estimated final total cost for FY19 \$53,300 slightly less volume times new rate for FY19

FY18 copies allowed were 4,340,000

FY19 copies allowed are 4,100,000

FY20 copies allowed are 3,900,000

Copier Print Services Contract
Between
Tongass Business Center, Inc
AND
Ketchikan Gateway Borough School District,
July 01, 2015

PURPOSE

This Contract for managed copier/print services is made and entered into by and between the Ketchikan Gateway Borough School District, hereinafter referred to as KGBSD, and Tongass Business Center, Inc., herein referred to as TBC. Each party represents and certifies that it is legally able to enter into this contract, and that no event or occurrence shall void this contract.

SCOPE OF WORK:

- A. Page 6, "Scope of Work", of the RFP, (together with Amendment 1 of July 7, 2010) dated June 22, 2010 is hereby incorporated into this contract, and is attached and identified as part of "Exhibit A", supporting the request of KGBSD for services to be provided, and reports and summaries to be supplied by TBC on a periodic basis as noted in Exhibit A.
- B. It is of primary intent that TBC supply to KGBSD reliable copies/prints as needed from day to day by district staff at those schools and offices where TBC equipment is located. It shall not be the concern of KGBSD as to the ownership, administration, repair or maintenance of any machine covered under this contract. TBC shall provide all equipment, supplies, parts, labor, transportation to or from district offices, and any other incidentals required to provide machine reliability and functionality. Per the original RFP, TBC shall also be required to remove all copiers, owned by TBC and placed during the duration of this contract at end of contract, whenever that may be.
- C. The response as prepared by TBC for the RFP has a minimum copy speed range of 50-70 copies per minute, and TBC has responded with a configuration of the MX-M550, in the range of 55 cpm after initial startup. TBC hereby agrees to supply and replace all machines placed during the scope of this contract with machines in that copy range, of equal or better capacities.
- D. Monthly, until further agreed by KGBSD, TBC shall provide reports per item VII. (G). These shall be a log of service call placement, response or arrival time, and time to completion to determine the level of service being provided. TBC shall supply these reports, together with reports of volume of service by machine, on a monthly basis with their billing report or request. These reports shall be delivered to the Business Manager, at the legal mailing address of KGBSD, or via e-mail at such e-mail address of the Business Manager of KGBSD.
- E. All machines supplied by TBC under the scope of this contract shall be connected to the network maintained by KGBSD, and shall be capable of printing from, scanning to, and e-mailing via said network. TBC responsibility for the capability of these machines to perform as requested is limited to machine side software and working connection to said network, and TBC has no responsibility to maintain network functionality beyond the NIC (Network Interface Card). KGBSD changes in software, networks, infrastructure and the like that results in TBC

Handwritten:
3-4-2015
A.T. 3/25/15

call time to re-install, repair or trouble shoot machine side issues due to those changes, may be billable at the standard IT charges rate in effect at that time.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from July 1, 2015 to June 30, 2018 a period of (3) three fiscal years. KGBSD and TBC, at their mutual pleasure and agreement, may extend this agreement in (1) one year increments until either party terminates. In the event that KGBSD intends to terminate this contract at the (3) three year anniversary, no orders for copier placement will be placed without TBC's acknowledgement and prior price or term length negotiation after the second school year.

COMPENSATION/ PAYMENT

KGBSD shall pay the initial quoted rate per copy of \$.01146 for each drum count copy made, and shall be responsible for all copies made after installation date and the initial copy count of the install. Copies made during any billing period shall be accounted for by subtracting last billed copy count from current unbilled copy count, and that difference shall be the number of copies billed times the rate in effect at the time of billing. If a machine is replaced during a billing cycle, a school administrator shall witness the copy count of the machine being removed, the copy count of the machine being installed as replacement, and shall signify by initialing an install report supplied by TBC as to the accuracy of the recorded numbers to be used for billing. All machines will be identified by machine # and model for accuracy of disclosure information.

At the beginning of each year, KGBSD shall pay an amount for each machine contracted representing 90% of the previous year's billing for usage of that machine, and re-indexed per the index change for Anchorage, Alaska as referenced in Attachment 1.. In the initial year 2015, upon commencement of the contract, the initial payment shall be for a minimum of 200,000 copies per machine contracted, or \$2292 per machine. Any other machines placed during the initial year or in subsequent years shall be at an initial pro-rata charge determined by how much of the school year remains, times the rate charge, times 200,000 copies. This contract is a cost per copy contract, but the expectation of both parties is that each machine under this contract in the district will make an average of at least 200,000 images per year.

In the event that total copies made at any point in time exceed the pre-paid copies initially paid for, TBC shall bill the school district for any overages at the agreed on rate for that year until the fiscal year ends and the new billing cycle begins. TBC shall supply detailed copy count records with each billing in order to track billed contract progress. KGBSD agrees to provide any required index measures, based on Anchorage, Alaska in a timely manner and in time for annual billing estimates.

This is a "good faith" contract, and KGBSD and TBC mutually agree to act in the best interests of each party to this contract in those cases where the issue is to enhance and benefit performance of this contract and the services provided to KGBSD. ~~KGBSD has represented that up to 12 additional copiers may be required during the duration of this contract, and~~ in good faith will offer TBC the chance to place additional copiers as either leases expire, rents expire, or machines owned by KGBSD become outdated or inoperable. TBC has relied upon the numbers of copiers stated in the "Scope of Work" as shown in "Attachment A" in preparing and determining cost effectiveness of that number of machines placed.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the contractor without prior written consent of KGBSD.

CHANGE IN STATUS

In the event of substantive change in the legal status organizational structure or fiscal reporting responsibility of the contractor, contractor agrees to notify KGBSD of the change. Contractor shall provide notice as soon as practicable, but no later than thirty-days after such a change takes effect.

CHANGES AND MODIFICATIONS

KGBSD may, at any time, by written notification to the contractor, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If TBC agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties.

An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the contractor's receipt of the change notice.

The contracting officer may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this agreement. Nothing in this section shall excuse the contractor from proceeding with the contract as changed.

DISPUTES

Dispute Resolution Board

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution board (DRB). A request for a DRB must be in writing, state the disputed issue(s), state the relative positions of the parties and be sent to all parties. Parties must provide a response within [10] days.

Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member (or an additional member for disputes involving more than two parties). The DRB shall evaluate the facts, contract terms and applicable statutes and rules and make a determination by majority vote. The decision is binding on all parties and shall be admissible in any succeeding judicial or quasi judicial proceeding concerning the contract.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the state of Alaska and the venue of any action brought hereunder shall be in Superior Court for the state of Alaska at Ketchikan, Alaska.

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3-24-2015

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

INDEPENDENT CAPACITY

The parties intend that an independent contractor relationship will be created by this contract. TBC and its employees or agents performing under this contract are not employees or agents of the KGBSD. The contractor will not hold itself out as nor claim to be an officer or employee of KGBSD by reason hereof, nor will the contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the contractor, TBC.

INSURANCE

TBC shall provide insurance coverage as requested in the RFP. TBC has included with their RFP the name of their insurance agent, together with a compilation of insurances in effect. TBC shall maintain coverage for the duration of this contract. The intent of the required insurance is to protect KGBSD should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of TBC, its employees or any sub-contractors or agents while performing under the terms of this contract.

In the event of damages to any machines placed on/at the required KGBSD site, above and beyond incidental and customary usage degradation, wear and tear, said damages shall be brought to the attention of the responsible school administrator as soon as noticed, by either KGBSD staff or TBC technicians. Immediately, TBC shall be informed, so that an assessment can be made of cost and ability to service the contract at this location. This will not be a routine or customary service call if it is determined that damages were the responsibility of the school or office staff, and shall be chargeable at the customary service rate currently in effect plus the cost of replacement parts. It is acknowledged that accidents can happen, but KGBSD shall render a best effort to contain and minimize any damages when noticed. TBC shall provide a sticker of "defensive issues" on each machine to minimize operator error damages caused by common mistakes of operators.

KGBSD agrees that an area or space adequate, in the opinion of TBC, to operate and maintain each copier, will be provided at each copier location. This is to allow adequate ventilation, heat and cooling, as well as space access to allow routine examination and maintenance.

KGBSD shall be responsible for damages while the machine is on KGBSD owned premises. In the event a copier becomes inoperable due to acts of God, water, fire, or other occasions which would render the machine unusable including vandalism, use of unauthorized supplies, use by unauthorized persons or other acts that could be reasonably construed as the responsibility of KGBSD to prevent to prevent damages, KGBSD shall pay an amount equal to the value of the remaining life of the machine as based on 1.5 M copies, based on the lowest obtainable contract price currently available through state or federal pricing contracts.

LIMITATION OF AUTHORITY

Only the contracting officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification or waiver of

any clause or condition of this contract is not effective or binding unless made in writing and signed by the contracting officer of either party to this contract.

NONDISCRIMINATION

During the performance of this contract, the contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with KGBSD. The contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

OVERPAYMENTS AND ASSERTION OF LIEN

In the event that KGBSD determines overpayments or erroneous payments made to the contractor under this contract, KGBSD may secure repayment, plus interest, if any, first through offset to amounts that may be currently due or past due, and then by a request for reimbursement, and failing any satisfactions through those means, through the filing of a lien against the contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to KGBSD or by doing both.

SEVERABILITY

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

SUBCONTRACTING

TBC shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of KGBSD.

TERMINATION FOR DEFAULT, FINANCIAL CONVENIENCE (INABILITY TO PAY)

The contracting officer of KGBSD may terminate this contract for default, in whole or in part, by written notice to the contractor if KGBSD has a reasonable basis to believe that the contractor has:

- Failed to meet or maintain any requirement for contracting with KGBSD.
- Failed to perform under or otherwise breached, any term or condition of this contract. and/or
- Violated any applicable law or regulation. The district may terminate this contract with no warning if the vendor is found to be guilty of any Felony, Fraud or any other illegal conduct to the detriment of the School District.

KGBSD reserves the right to cancel this contract award for financial convenience, in the event that a financial emergency is declared, and at the written request of the Superintendent. Such notice shall be in writing, and shall be provided 30 days prior to any changes, last payments, etc. Such action, if taken, is subject to any remedies of equity referenced herein, including negotiation and arbitration.

WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the contracting officer of either party to this contract.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for KGBSD is:	Contract Manager for TBC is:
Adam Thompson, Business Manager KGBSD 2610 4 th Avenue Ketchikan, Alaska 99901 Phone: (907) 247-2116 Fax: (907) 247-3823 E-mail address: adam.thompson@k21schools.org	Marvin Davis, President 618 Dock Street Ketchikan, Alaska 99901 Phone: (907) 225-9015 Fax: (907) 247-9018 E-mail address: mdavis@tbcenter.com

ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Alaska, it is considered modified to conform to that statute or rule of law. Both parties agree to renegotiate in good faith any provision to conform to Alaska state law.

Fiscal: Should the Ketchikan Gateway Borough School Board declare a fiscal emergency this contract may be terminated or amended at the request of the Superintendent.

Conflict with the Law: If at any time this contract, its provisions, or either party are found to be in conflict with the law, both parties will renegotiate in good faith.

A.T.
3/25/15

MD
3-24-2015

APPROVAL

This contract shall be subject to the written approval of the KGBSD's authorized representative and shall not be binding until so approved. The contract, once signed by either party, may be altered, amended or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 7 pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

Tongass Business Center, Inc

Ketchikan Gateway Borough School District

Signature

Signature

Owner

Business Manager

Title

Date

Title

Date