



Dell Financial Services



CITY OF KIRKLAND, WASHINGTON
123 5TH AVE, KIRKLAND, WA 98033

Dear CITY OF KIRKLAND, WASHINGTON

Thank you for choosing Dell Financial Services L.L.C. for your technology financing needs. We are enclosing the Lease and the Attachment A for your review. Once you have inspected the documents, please follow the four simple steps listed below:

- Step 1 Sign and Date the **YOU/LESSEE** section only on **Page 3 of 6** and print your **NAME and TITLE**.
- Step 2 Provide your Federal Employer Identification (**FEI**) Number on **Page 3 of 6**.
- Step 3 After completing steps 1 through 2, return **ALL PAGES to your Dell representative**, excluding AutoPay.
- Step 4 (**Optional**) For the ease and convenience of **AUTOPAY**, please complete the enclosed form and return with your Lease.

Thanks again for choosing Dell Financial Services L.L.C. If you have any questions regarding the enclosed documentation, please feel free to contact us.

*****Helpful Information*****

Lease Related: Your DFS Lease Number is: **001-9015730-001**
Equipment Related: Your DELL Customer Number is: **N/A**

For Dell Inc. equipment support or questions call **(888) 560-8324**.

View www.Dell.com/Support for Dell order status once your Lease paperwork is complete or call **(800) 879-3355**.

The first invoice you receive once your Lease commences will include your Annual Rent Payment plus any itemized taxes, fees and shipping charges. Subsequent invoices will only include your Annual Rent Payments and any other applicable taxes and/or fees.



Your Dell Customer Number is: N/A

Company No: 84

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED. YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE CITY OF KIRKLAND, WASHINGTON	LEASE TERM (MONTHS) 60	TRANSACTION PROCESSING FEE \$0.00	ANNUAL RENT PAYMENT 4 Annually @ \$674,710.33 1 Annually @ \$674,710.34 <small>^Subject to Applicable Tax</small>	ANNUAL PERSONAL PROPERTY MGMT FEE^ TBD <small>^Subject to Applicable Tax</small>	COMMENCEMENT DATE TBD
DBA NAME (IF ANY) N/A	FINANCING TERMS				
BILLING ADDRESS: 123 5TH AVE, KIRKLAND, WA 98033	Product Cost = \$3,373,551.66 Transaction Processing Fee * = \$0.00 Shipping Charges ** = \$0.00 Upfront Tax *** = \$0.00 Total of Payments = \$3,373,551.66				
TYPE OF BUSINESS Unknown	ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN IN ADVANCE Lessor may invoice for prorated rent or other costs, in addition to the Financing Terms shown above. See Terms and Conditions of Lease. * Transaction Processing Fee - This amount is included in the Rent Payment shown above ** Shipping Charges - This amount is included in the Rent Payment shown above *** Upfront Tax - This amount is included in the Rent Payment shown above				
PRODUCT LOCATION SEE ATTACHMENT A	GENERAL PRODUCT DESCRIPTIONS/SUPPLIER SEE ATTACHMENT A				
Personal Guarantor (if applicable) N/A	END OF LEASE PURCHASE OPTION FMV				

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. PROVIDED NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, WE HEREBY ASSIGN TO YOU FOR THE TERM OF THE LEASE ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-19, PAGES 2-5) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE

LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. SIGNING AND RETURNING THIS LEASE AGREEMENT CONSTITUTES AN OFFER BY YOU TO LEASE THE PRODUCTS DESCRIBED IN ATTACHMENT A. THE LEASE AGREEMENT IS SUBJECT TO ACCEPTANCE BY DELL FINANCIAL SERVICES. DELL FINANCIAL SERVICES MAY ACCEPT THIS LEASE AGREEMENT BY PAYING THE SUPPLIER THE COST OF THE PRODUCTS OR BY AUTHENTICATING THE LEASE AGREEMENT. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE ELECTRONICALLY SIGNED OR TRANSMITTED BY YOU TO US, AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE ("UCC"), THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

NOTICE: (i) DO NOT SIGN THIS LEASE IF IT CONTAINS BLANK SPACES. (ii) YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED-IN COPY OF THE LEASE WHEN YOU SIGN IT. (iii) UNDER THE LAW, YOU MAY HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE; (B) TO REDEEM THE PRODUCTS IF REPOSSESSED FOR A DEFAULT; AND (C) TO REQUIRE UNDER CERTAIN CONDITIONS, A RESALE OF THE PRODUCTS IF REPOSSESSED. Dell Financial Services' California Finance Lender License number is 6037884.

YOU/LESSEE CITY OF KIRKLAND, WASHINGTON 123 5TH AVE, KIRKLAND, WA 98033		US/DFS Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	
AUTHORIZED SIGNATURE <i>Julie Underwood</i> <small>Julie Underwood (Jan 17, 2025 08:18 PST)</small>		AUTHORIZED SIGNATURE <i>Pam Vaughn</i>	
PRINT NAME AND TITLE Julie Underwood <small>Deputy City Manager of Operations</small>	DATE Jan 17, 2025	PRINT NAME AND TITLE Pam Vaughn <small>Senior Director, Operations Dell Technologies Payment Solutions</small>	REVIEWED <small>By Kimberly Rodriguez at 4:16 pm, Jan 03, 2025</small>

Step 1. Please sign and Date the YOU/LESSEE section and print your name and Title.

91-6001255

FEDERAL EMPLOYER IDENTIFICATION #

Step 2. If your FEI number is not pre-printed, you MUST provide it in the box above.

3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you the personal property, and finance for you fees for services (including but not limited to installation and delivery) (the "Services") and software, all as described in Attachment A to this Lease (collectively, the "Products") on the terms and conditions shown in this Lease. With respect to Services, we will only finance one-time charges hereunder. The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, the 1st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 4) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at www.dell.com. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day each Annual of the Lease Term (or the following day of the subsequent Annual if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$29 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the Product Location specified above, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers and other handheld mobile Products, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition

and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: Except for software that is subject to a separate License and Services, we are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in all of your rights and interest in and to the Products (including your rights to obtain Services or use any software to the extent not prohibited by your License) and any replacements, substitutions, additions, attachments, and all proceeds thereof. You authorize us to file any financing statements or related filings as we may reasonably deem necessary or appropriate. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Two-Year U.S. Treasury Constant Yield Maturity Rate ("Discount Rate") in effect on the date you provide notice of the Loss and (iii) any costs and expenses incurred as a result of this event. Present value may be determined in certain states by the actuarial or Rule of 78's method. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. You agree to pay a personal property tax management fee calculated by us and based on the cost of the annual property tax assessed on the Products during the Lease Term. This fee shall be payable with each installment of Rent.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. You will remove all proprietary data from the Products prior to return. Upon your return of the Products, you agree that your license with respect to the operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then Fair Market Value of the Products ("FMV"), will be as determined by us in our reasonable judgment, plus any applicable taxes. If you do not agree with our determination, the FMV will be determined for you at your expense by an independent appraiser selected by us and reasonably approved by you. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you timely provide such written notice of intent and purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew on a continuing month-to-month basis until you give us thirty (30) days notice of return and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after notice from us; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. Further, with respect to software and Services, if a Default occurs, you agree upon notice from us to (a) immediately cease using the software and Services, (b) deinstall and delete all copies of the software from any computer systems you own or control or that are used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use and maintenance, deinstallation, deletion and

destruction. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if UCC Article 2A applies to this Lease, this Lease will be considered a "finance lease". By signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to (i) supply missing information and correct obvious errors in this Lease, and (ii) add or correct serial numbers (or similar identifying information) for the Products in this Lease, on Attachment A and in any related filing or documentation. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid or transmitted electronically, addressed to the respective address specified in writing. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged or collected under applicable law. Any such excess payment will be applied to payments under the Lease in inverse order of maturity; any remaining payments will be refunded to you.

19. Products Consisting Solely of Software or Services: This Section 19 applies if the Products described on Attachment A consist exclusively of software, Services, or a combination of both. You agree that this Lease is a financing arrangement providing for your repayment to us of the cost of acquiring the Products from the Supplier (including any provider or seller of Services, licensor or seller of software), plus all other amounts that become due and owing under the terms of this Lease. For the purposes of this Lease and your obligations hereunder, the Products are deemed satisfactorily delivered and accepted by you upon the earlier of delivery from such Supplier or our payment to such Supplier for the cost of acquiring the Products. As security for your obligations under this Lease, you grant us a first-priority security interest in all of your rights and interest in and to the Products (including your rights to use software and obtain Services) and all proceeds thereof (including without limitation any refunds with respect to the software or Services financed hereunder ("Refund") that you receive or have a right to receive), free and clear of all security interests, liens or encumbrances. If you are entitled to a Refund from the Supplier (including any provider or seller of Services, licensor or seller of software), you authorize us to deliver a copy of this Lease to the Supplier as evidence of your consent to our collection and receipt of the Refund directly. Nothing in this Lease shall obligate us to pursue your Refund rights (if any) or modify, excuse or limit your obligations under this Lease, which you acknowledge and agree are absolute and unconditional. We shall apply any such Refund actually received by us against the next scheduled Rent payment(s) and all other amounts owed under this Lease. You agree that you shall owe any unpaid amounts remaining under this Lease after application of the Refund. Upon our written instructions following a Default, you agree to (a) immediately cease using the software and Services, (b) deinstall, delete and destroy all copies of the software from any computer systems owned or controlled by you or used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use, maintenance, deinstallation, deletion and destruction. Notwithstanding anything in this Lease to the contrary and only if this Section 19 applies, the Stipulated Loss Value you may be required to pay upon a Default shall equal the sum of (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term, discounted to present value at the Discount Rate and (iii) any costs and expenses incurred as a result of the Default. As the Products financed hereunder are solely software or Services, you agree that (i) any language herein pertaining to our ownership of the Products and (ii) the following provisions of this Lease shall not apply: Section 5 (in so far as it purports to vest in us ownership of improvements or additions to Products); Section 10 (Return); Section 11 (Purchase Option; Automatic Renewal); Section 14 (in so far as it purports to provide us with a right to sell, lease, or otherwise dispose of the Products consisting of Licenses or Services that would violate the underlying License or Services agreement). You acknowledge that all remaining terms and conditions of this Lease shall apply. Unless an uncured Default exists, this Lease and our interest and rights in the Products shall terminate at the expiration of the Lease Term; provided, however, that such termination shall not affect your obligations accruing prior to the termination.

Dell Financial Services



Attachment A

Company No: N/A

Attached hereto and made a part hereof Lease No: 001-9015730-001 between Dell Financial Services L.L.C. and CITY OF KIRKLAND, WASHINGTON as Lessee.

Product Location

General Product Description/Supplier/Quantity

SEE EXHIBIT A

All other terms and conditions of the Lease shall remain unchanged.

Exhibit A

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Tom Kearney
Phone: (800) 800-0019 ext. 75524
Fax: 603-683-0845
Email: thomas.kearney@connection.com

25712937.01
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING
Date: 12/19/2024
Valid Through: 1/18/2025
Account #: King

Customer Contact: Chuck Saunders
Email: csaunders@ci.kirkland.wa.us
Phone: (425) 587-3086
Fax: (425) 587-3055

QUOTE PROVIDED TO:	SHIP TO:
City of Kirkland Chuck Saunders 123 Fifth Ave. Kirkland, WA 98033 USA (425) 587-3052	City of Kirkland Chuck Saunders 123 Fifth Ave. Kirkland, WA 98033 USA (425) 587-3052

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs		R210402

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our OMNIA Partners/Region 4 ESC Contract # R210402. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext	
1	1		3000183838905.2	VxRail VP-760 - AMER	Dell	\$ 1,294,535.66	\$ 1,294,535.66	
2	1		3000184370860.1	Dell ME5024 Storage Array	Dell	\$ 159,530.84	\$ 159,530.84	
3	2		3000184370930.1	Dell EMC ME424 Storage Expansion Enclosure	Dell	\$ 145,972.77	\$ 291,945.54	
Subtotal							\$ 1,746,012.04	
Fee							\$ 0.00	
Shipping and Handling							\$ 0.00	
Tax							\$ 179,839.24	
Total							\$ 1,925,851.28	



ORDERING INFORMATION

**GovConnection, Inc. DBA Connection-Public Sector Solutions
OMNIA Partners/Region 4 ESC Contract #R210402
Contract Expiration: 31 May 2026**

Please contact your account manager with any questions.

Ordering Address	Remittance Address
GovConnection, Inc. 732 Milford Road Merrimack, NH 03054	GovConnection, Inc. Box 536477 Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer’s Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our OMNIA Partners/Region 4 ESC Contract #R210402. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:

<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to: SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Tom Kearney
Phone: (800) 800-0019 ext. 75524
Fax: 603-683-0845
Email: thomas.kearney@connection.com

25712956.01
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING
Date: 12/19/2024
Valid Through: 1/18/2025
Account #: King

Customer Contact: Chuck Saunders
Email: csaunders@ci.kirkland.wa.us
Phone: (425) 587-3086
Fax: (425) 587-3055

QUOTE PROVIDED TO:	SHIP TO:
City of Kirkland Chuck Saunders 123 5th Ave Kirkland, WA 98033-USA (425) 587-3052	City of Kirkland Chuck Saunders 11750 NE 118th St Kirkland, WA 98034-USA (425) 587-3052

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs		R210402

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our OMNIA Partners/Region 4 ESC Contract # R210402. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1		3000183840053.2	VxRail VP-760 - AMER	Dell	\$ 1,176,063.24	\$ 1,176,063.24
2	1		3000184371407.1	Dell ME5024 Storage Array	Dell	\$ 159,530.84	\$ 159,530.84
3	2		3000184371513.1	Dell EMC ME424 Storage Expansion Enclosure	Dell	\$ 145,972.77	\$ 291,945.54
Subtotal						\$ 1,627,539.62	
Fee						\$ 0.00	
Shipping and Handling						\$ 0.00	
Tax						\$ 167,636.58	
Total						\$ 1,795,176.20	



ORDERING INFORMATION

**GovConnection, Inc. DBA Connection-Public Sector Solutions
OMNIA Partners/Region 4 ESC Contract #R210402
Contract Expiration: 31 May 2026**

Please contact your account manager with any questions.

Ordering Address	Remittance Address
GovConnection, Inc. 732 Milford Road Merrimack, NH 03054	GovConnection, Inc. Box 536477 Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer’s Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our OMNIA Partners/Region 4 ESC Contract #R210402. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:

<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to: SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374



BILLING AND LEASE SCHEDULE INFORMATION
(THIS FORM MUST BE COMPLETED BY THE INDIVIDUAL SIGNING THE DOCUMENTS AND A MEMBER OF YOUR ACCOUNTS PAYABLE TEAM)

I. INVOICING/BILLING:

Will your accounts payable be for:

- 1 Central Location 1 for each Dept., Campus, Agency (need address for each)

Customer's accounts payable address for invoices

Company Name: CITY OF KIRKLAND, WASHINGTON
(as filed with your Secretary of State) _____
Address: _____
City, State, Zip: _____
County: _____
Attention: _____
Telephone Number: _____
Fax Number: _____
E-Mail Address: _____

Is a Purchase Order #required on the invoice? Yes No

TAX: Where required, Sales/Use Tax will be assessed and invoiced.

Does the Customer hold a valid exemption or direct pay certificate? Yes No

If yes, please **ATTACH** a copy of the certificate for each state to this document.

(NOTE: A certificate must be provided for each state in which lease Products are located.)

UCC Information Required:

Federal Tax ID#:	_____	Type of Organization:	_____
State Of Organization:	_____	State ID#:	_____

How will your Purchase Orders be placed? Will one Purchase Order cover:

- | | | |
|--|--|---|
| <input type="checkbox"/> 1 Order Release | <input type="checkbox"/> Multiple Order Releases | <input type="checkbox"/> Blanket Purchase Order |
| <input type="checkbox"/> 1 Ship to Address | <input type="checkbox"/> Multiple Ship To Locations | |
| <input type="checkbox"/> 1 Group Only | <input type="checkbox"/> Multiple Groups (Depts, Campuses, Agencies) | |
| <input type="checkbox"/> 1 Entire Lease Term | <input type="checkbox"/> Specific Periods - Explain _____ | |

Please Describe your Requirements?

- Will Shipping be: Financed Billed Separately No charge by Dell
- Can you have: More than one PO#/Invoice Only 1 PO#/Invoice
- Can your PO be: Split between 2 or more invoices Must be fulfilled in 1 invoice
- Will you lease: Dell Equipment only Other Vendor(s) Equipment
- Do you intend to finance upfront tax (if applicable) on the Lease Schedules? Yes No

Please Describe your Organizational Structure:

- Commercial Public/Municipal Other-Explain _____
- 1 Group Only Multiple Groups (Depts, Campuses, Agencies)
- 1 Accounts Payable Multiple Accounts Payables (1 per Dept, Campuses, Agency)
- Lease Schedules will be reviewed by one person Requires multiple step approval process

Commencement is:

- 1st of following month Acceptance Other-Explain _____

Interim Rent is:

- Charged Not Charged Other-Explain _____

Property Tax is:

- Rebilled Annually Other-Explain _____

Fiscal Year is from _____ to _____.

Notations:

II. PREPARING CUSTOMER'S A/P SYSTEM TO REMIT PAYMENTS TO Dell Financial Services L.L.C.:

Below is information commonly requested by customers in order to assist them in setting up their accounts payable system to pay Dell Financial Services L.L.C.:

Payee Name and Address:
 Dell Financial Services L.L.C.
 Payment Processing Center
 P.O. Box 5292
 Carol Stream, IL 60197-5292

Dell Financial Services L.L.C. Federal Tax ID # is: 74-2825828

What information will you require in order to set up payments to Dell Financial Services L.L.C. as a recurring payable?

III. PAYMENT METHODS to Dell Financial Services L.L.C.

VIA CHECK

Mail To: **Payee Name and Address:**
 Dell Financial Services L.L.C.
 Payment Processing Center
 P.O. Box 5292
 Carol Stream, IL 60197-5292

VIA WIRE TRANSFER

Please reference all information listed below to ensure proper credit each time a wire transfer is made:

Payable to: Dell Financial Services L.L.C.
ABA #: 071000039
Account #: 8188204944
Customer Account #:
DFS Invoice #:
Amount to be Applied per Invoice:

VIA ACH

Payable to: Dell Financial Services L.L.C.
ABA #: 071000039
Account #: 8188204944
Preferred Format: CTX+
Customer Account #:
DFS Invoice #:
Amount to be Applied per Invoice:

IV. LEASE SCHEDULES:

Please refer to the Lease Schedule Sample attached.

Name of recipient(s) to receive monthly Lease Schedules to reconcile:

Attention: _____
Address: _____
City, State, Zip: _____
Phone & FAX Numbers: _____
E-Mail Address: _____

Name of individual(s) to sign monthly Lease Schedules (this individual should be named as an authorized signatory on the Secretary/Clerk Certificate):

Attention: _____
Address: _____
City, State, Zip: _____
Phone & FAX Numbers: _____
E-Mail Address: _____

V. LEASED ASSET REPORT

Please refer to the attached Lease Asset Report Sample.

Will you require a Lease Asset Report? Yes No

If yes, how frequent? Monthly Quarterly Annually Other _____

Attention: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
FAX Number: _____
E-Mail Address: _____

Would you prefer to have your Leased Asset Report posted to your Premiere Page? Yes No

Login: _____

Address: _____

PLEASE ADVISE LESSOR AT THE ADDRESS LISTED BELOW OF CHANGES IN THE INFORMATION PROVIDED ABOVE.

Please return this document along with all other required documents to:

Dell Financial Services L.L.C.
Public Segment Lease Administration
One Dell Way
RR3-56
Round Rock, TX 78682

Completed/Confirmed By:

Lessee: Lessee Document Signatory

Lessee Accounts Payable Representative

By: *Julie Underwood*
Julie Underwood (Jan 17, 2025 08:18 PST)

Jay Gewin

Name: Julie Underwood

Jay Gewin

Title: Deputy City Manager of Operations

Purchasing Agent

Date: Jan 17, 2025

Jan 17, 2025

**SAMPLE OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: Dell Financial Services L.L.C.
P.O. Box 811550
Chicago, IL 60681-1550

Ladies and Gentlemen:

We are counsel to CITY OF KIRKLAND, WASHINGTON (the "Lessee") and, in that capacity, we have examined Lease No. 001-9015730-001, dated as of Jan 17, 2025, 2025 (the "Lease"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Lease and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Lease and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Lease has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board 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 the Lease against the Lessee;

(c) The Lease constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Lease and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Lease and the transactions contemplated thereby;

(f) The entering into and performance of the Lease will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Lease;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of Washington;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Lease; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Lease for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Lease.

Very truly yours,

*Authorized Signatory of Lessee under the Lease.

Julie Underwood
Julie Underwood (Jan 17, 2025 08:18 PST)

Contract Entry Checklist (City of Kirkland Use Only)



Submitted on	9 January 2025, 9:45am
Receipt number	376
Related form version	21

BASIC INFORMATION

Department Code	06 - INFORMATION TECHNOLOGY
-----------------	-----------------------------

Department Contract Lead: Danielle Giles

Is this a New Contract or an Amendment/Change Order?	New Contract
--	--------------

Title for New Contract or Amendment/Change Order (Contract Name)	Dell Financial Services Lease Agreement
--	---

Contract/Amendment Type	Vendor - Contract Originated by Vendor (not a City template)
-------------------------	--

Additional Information about this Contract/Amendment for Workflow Approvers	This contract/lease facilitates the lifecycle replacement of existing virtual server infrastructure
---	---

Email Address of User Completing this Form	csaunders@kirklandwa.gov
--	--------------------------

Supervisor/Manager/Director that Approved this Contract or Amendment	Smitha Krishnan
--	-----------------

Does this Contract/Amendment Include Computer Hardware/Software/SaaS Solution?	Yes
--	-----

Have you Reviewed the Computer Hardware/Software/SaaS Solution with IT? Completed a Security Review for Software?	This is hardware and licensing that fits within IT standard and the security review is not applicable
---	---

Is this a Standard/Template Contract or Amendment/Change Order?	No
---	----

Did you discuss this Contract or Amendment with CAO? Explain.	CAO has done a pre-review of the boiler plates from Dell
---	--

Notary Required?	No
------------------	----

City Staff Project Manager/Administrator	Smitha Krishnan
--	-----------------

Effective Start Date (date contract goes into effect)	01/15/2025
---	------------

Expected Completion Date (date contract expires)	02/28/2030
--	------------

VENDOR INFORMATION

If you are using an existing vendor or new vendor, you must request they provide a Certificate of Insurance and Insurance Endorsements listing the **City of Kirkland** as an additional insured and the project name. [Sample: Certificate of Insurance](#) [Sample: Insurance Endorsements](#)

Is this a New Vendor? (never worked for the City before)	Yes
Vendor Company Name	Dell USA LP
Vendor Contact Name	Madison Cupples
Vendor Contact Phone Number	512-693-8143
Vendor Signatory Full Name	Pam Vaughn
Vendor Signatory Title	Senior Director, Operations
Vendor Signatory Phone Number	877-663-3355
Vendor Signatory Email	dfs_document_management@dell.com
Vendor Invoice Remittance Address	PO BOX 5292, Carol Stream, IL, 60197
Is Vendor an OMWBE Firm? (Certified by the Office of Minority and Women's Business Enterprises)	No
Was an OMWBE firm invited to compete for this procurement?	No
Please explain why an OMWBE firm was not invited to compete.	Dell uses preferred resellers under existing purchasing contracts
How many firms were invited to compete for this procurement?	1

CONTRACT FINANCIAL INFORMATION

Is there Budget for this Contract/Amendment? Is a Budget Adjustment needed? Please explain.	No adjustment needed. Funding for the first 24mo of this agreement has been provided in a service package.
---	--

** Technology related Hardware and/or Software amounts need to be entered as line items in Munis with appropriate object codes to trigger IT approval step. **

Amount Detail

Item 1	Budget Year 2025
	Parent Project Number (if applicable) ITC1000000

Project String/Project Account (if applicable)

Org Number
52206221

Object Number (Required if IT Software or Hardware is included)
564643

Amount
674,710.33

Tax Percent
0.103

Tax Amount
\$69,495.16

Item Total Amount
\$744,205.49

Item 2

Budget Year
2026

Parent Project Number (if applicable)
ITC1000000

Project String/Project Account (if applicable)

Org Number
52206221

Object Number (Required if IT Software or Hardware is included)
564643

Amount
674,710.33

Tax Percent
0.103

Tax Amount
\$69,495.16

Item Total Amount
\$744,205.49

Item 3

Budget Year
2027

Parent Project Number (if applicable)
ITC1000000

Project String/Project Account (if applicable)

Org Number
52206221

Object Number (Required if IT Software or Hardware is included)
564643

Amount
674,710.33

Tax Percent
0.103

Tax Amount
\$69,495.16

Item Total Amount
\$744,205.49

Item 4

Budget Year
2028

Parent Project Number (if applicable)
ITC1000000

Project String/Project Account (if applicable)

Org Number
52206221

Object Number (Required if IT Software or Hardware is included)
564643

Amount
674,710.33

Tax Percent
0.103

Tax Amount
\$69,495.16

Item Total Amount
\$744,205.49

Item 5

Budget Year
2029

Parent Project Number (if applicable)
ITC1000000

Project String/Project Account (if applicable)

Org Number
52206221

Object Number (Required if IT Software or Hardware is included)
564643

Amount
674,710.34

Tax Percent
0.103

Tax Amount
\$69,495.17

Item Total Amount
\$744,205.51

This Contract Total \$3,721,027.47

Retainage Amount to be Retained at the End of the Contract? No

Procurement Process Other: Interlocal Purchasing Contract (include organization and contract # below in Other)

Notes OMNIA Contract #R210402

REQUIRED DOCUMENTS

Documents or Tasks Required to Route the Contract/Amendment:

- * Contract/Amendment Documents including Attachments and Exhibits
- * If Hardware or Software: IT Vendor Network Access Agreement; IT Non-Disclosure Agreement; and/or IT Cloud Vendor Security Agreement (as determined by IT)
- * Certificate of Liability Insurance listing the City of Kirkland as an additional insured and the project name
- * Insurance Endorsements listing City of Kirkland as additional insured and the project name
- * W9 or DRS (individuals) form if using a new vendor
- * Business License must be approved before entering into Munis.
- * Contract selection documents (RFP/RFQ, Small Works Roster, etc.)

Upload all Documents:

R210402_Connection_RL_2024.11.12.docx.pdf
Billing Information Sheet.pdf
Government Rider CITY OF KIRKLAND WASHINGTON 001-9015730-001_CounterSign.pdf
Schedule CITY OF KIRKLAND WASHINGTON 001-9015730-001_CounterSign.pdf
R210402_Connection_MAD_2021_04_30.pdf
Validity Opinion CITY OF KIRKLAND, WASHINGTON 001-9015730-001.doc

CONTRACT APPROVALS AND SIGNATURES

This is a New Contract.

New Contract Total: \$3,721,027.47

Munis Approvals

- IT Director Approval for Software or Hardware

-
- **City Attorney Approval** for Contracts over \$0.01
-

- **Finance Director Approval** if \geq \$75,000.
-

AdobeSign Approvals and Signatures

- **Vendor Signature** for All Contracts.
-

- **Department Director Approval only** for \geq \$75,000
-

- **City Manager Signature** for \geq \$75,000
-

Once you submit this form, a copy will be emailed to your department Contract Lead who will enter the contract into Munis for approval routing. A copy will also be emailed to you. A success message will pop up and you can click the link to download a copy of this form to keep for your records.