

**AGREEMENT BETWEEN**  
**DEKALB COUNTY SCHOOL DISTRICT**  
**AND**  
**KONE, INC.**  
**FOR**  
**FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT AND PLATFORM LIFT**  
**MAINTENANCE AND REPAIR SERVICES**

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This Agreement (“Agreement”) is made and entered into by and between the DeKalb County School District (“DCSD”) and KONE, Inc. (“Contractor”). DCSD and Contractor may be referred to individually as a “Party” and collectively as the “Parties”.

**WITNESSETH**

**WHEREAS**, the City of Kansas City, Missouri (the “City”), in conjunction with the U.S. Communities National Purchase Alliance (“USCNPA”) formally solicited and awarded Contractor a contract to provide full service elevator, escalator, chairlift and platform lift maintenance and repair services pursuant to the City and USCNPA’s participating public agencies pursuant to RFP EV2516 – Elevator and Escalator Maintenance and Services (the “RFP”);

**WHEREAS**, DCSD’s Chief Operations Officer recommended that DCSD utilize the RFP for the purposes of selecting Contractor to provide full service elevator, escalator, chairlift and platform lift maintenance and repair services to DCSD; and,

**WHEREAS**, in accordance with Board Policy DJE, the DeKalb County Board of Education authorized the DCSD to procure goods and services from Contractor through Contractor’s elevator, escalator, chairlift and platform lift maintenance and repair services agreement with the City and/or USCNPA pursuant to the RFP.

**NOW, THEREFORE**, for and in consideration of the mutual agreements between the Parties hereinafter contained and for other good and valuable consideration, the Parties hereto do agree as follows:

**I. MASTER CONTRACT.**

**1.1 Master Contract.**

DCSD and Contractor agree to enter into this Agreement under the terms and conditions set forth in the following documents, which collectively form the “Master Contract”:

- (a) DCSD’s Standard Form of Contract for Services (Non-State Capital Outlay) (Exhibit A);

- (b) the City's Request for Proposal EV2516 – Elevator and Escalator Maintenance Services (Exhibit B);
- (c) Contractor's Response to the RFP (Exhibit C);
- (d) the Facility and Maintenance Repair Contract between the City and Contractor dated December 4, 2018 (Exhibit D);
- (e) DCSD's Equipment List for Elevators, Escalators, Chair Lifts and Platform Lifts subject to this Agreement (Exhibit E);
- (f) Contractor's Cost Proposal/Matrix (Exhibit F).

All the terms, conditions, covenants and representations contained herein and in the Master Contract, except as modified by this Agreement, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein.

## **1.2 Modification of Master Contract.**

The Master Contract is expressly modified by:

- Deleting all references in the Master Contract and attached exhibits to the "City", and replacing them with "DCSD".
- Removing all references to Missouri and/or City-specific laws, ordinances, rules and regulations.

## **1.3 Inconsistency.**

The terms and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the Master Contract. In the event of any conflict or discrepancy between the provisions of any of the documents making up the Master Contract as identified in Section 1.1 above, the provisions set forth in DCSD's Standard Form of Contract for Services (Non-State Capital Outlay) (Exhibit A) shall take precedence.

## **II. SCOPE OF AGREEMENT.**

### **2.1 Services Provided.**

Contractor will provide and DCSD hereby engages Contractor for the purpose of providing elevator, escalator, chairlift and platform lift maintenance and repair services to DCSD.

### **2.2 Term.**

The term of this Agreement shall begin the date on which this Agreement is fully executed by the Parties and shall end on December 31, 2022. If the Master Contract between Contractor and DeKalb County School District is renewed, this Agreement may be renewed for additional, one-year terms at the sole discretion of DCSD. All provisions and conditions of any renewal term shall be the same as those contained within this Agreement.

The Parties intend that this Agreement operate in conformity with and not in contravention of the requirements of O.C.G.A. § 20-2-506, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

### 2.3 Total Agreement Value

Contractor further acknowledges and agrees that the value of this Contract shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) annually; however, DCSD is under no obligation to solicit goods or services totaling this amount and Contractor will only be paid for services rendered and good accepted. Nothing in this Contract shall serve as a guarantee that Contractor will receive any purchase orders for goods or services solicited under this Contract.

## III. GENERAL TERMS AND CONDITIONS.

### 3.1 Notices.

Except as otherwise expressly provided, any notice, instruction or other written communication required or permitted to be given under this Agreement shall be deemed to have been delivered or received:

- a. Upon personal delivery to Contractor or its authorized representative, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express services; or,
- b. Five (5) days after depositing in the United States mail a letter, which is either certified or registered, addressed to Contractor or DCSD at its official address, for use under this Agreement, as the case may be. For purposes of this Agreement, notices, instructions or other written communications shall be sent or delivered at the following address:

To Contractor:                      KONE, Inc.  
\_\_\_\_\_  
\_\_\_\_\_

And to DCSD:                      Superintendent  
DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

### 3.2 Section Headings.

The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

*[Remainder of page intentionally left blank; signature page to follow.]*

**IN WITNESS WHEREOF**, DCSD and Contractor have caused this Agreement to be executed as of the later date of the signatures of the duly authorized representatives below:

**KONE, INC.**

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

\_\_\_\_\_  
Date

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

**DEKALB COUNTY SCHOOL DISTRICT**

\_\_\_\_\_  
Dr. Vasanne S. Tinsley, Interim Superintendent  
DeKalb County School District

\_\_\_\_\_  
Date

**DRAFT**