

## AGREEMENT BIBLIOGRAPHY

Agreement With:	So Cal Office Technologies
Agreement Type:	Lease and maintenance contract for 27 multi-function copiers
Date Approved:	05 23 2017
Start Date:	06 01 2017
End Date:	05 31 2022
Contract Amount:	\$644,869.55
Comments	File No. 55 Addendum Information Technology
Insurance Expiration:	01 01 2018
Date Archived:	<b>ARCHIVED 07/28/2017</b>

Xerox Financial Services LLC  
45 Glover Avenue  
Norwalk, CT 06856



**Addendum to Xerox Financial Services LLC  
Cost Per Copy Agreement # 010-0075892**

The following sections replace or modify the corresponding sections in the Agreement and are hereby incorporated therein. In the event of any conflict between the terms of the Agreement and the terms below, the terms below shall control.

**15. Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. Notwithstanding the foregoing, however, you may elect to self-insure with respect to the coverage set forth in this paragraph provided that; (i) such self-insurance is consistent with your normal business practices with respect to other similar equipment you lease, rent or own; (ii) a description of such self-insurance practices, including any limits or restrictions on coverage, is provided in writing to XFS and any assignee upon request; (iii) such coverage is acceptable to XFS and such assignee, such acceptance not to be unreasonably withheld, and (iv) XFS reserves the right to revoke its acceptance of such self-insurance in the event there is a material adverse change in your financial condition since the date of our approval.

**YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES.**

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Insurance proceeds from Required Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20 % of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE.** Notwithstanding procurement of Equipment Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim.

Customer Acceptance:  
**GARDEN GROVE, CITY OF**  
Authorized Signor: *Scott C. Stiles*  
Print Name: Scott C. Stiles  
Title: City Mgr.  
Date: 6/30/17

Lessor Acceptance:  
**Xerox Financial Services**  
Accepted by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\* APPROVED AS TO FORM AND APPROVED AS TO MERIT AND THE ADDENDUM MUST BE THE SAME.

*Omar Sandoval*  
**OMAR SANDOVAL**  
City Attorney  
City of Garden Grove  
DATED: 7-3-17

ATTEST: *Teresa Pomeroy*  
**TERESA POMEROY, CMC**  
City Clerk  
City of Garden Grove  
DATED: 7/3/17