

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 Information Technology
Insurance Expiration:	01 01 2018
Date Archived:	ARCHIVED 07/14/2017



Lease Agreement #		Dealer Name: SoCal Office Technologies			
LESSEE INFORMATION					
Full Legal Name CITY OF GARDEN GROVE		DBA			
Billing Address 11222 ACACIA PARKWAY		City GARDEN GROVE		State CA	ZIP Code 92840
Phone 714-741-5050	Contact Name Keith Winston	Contact Email keithw@ci.garden-grove.ca.us		Lessee PO# (Optional)	
EQUIPMENT					
Quantity	Model and Description	Quantity	Model and Description		
13	W7855 with Office Finisher (1 Hi Cap Feeder)	1	Versant 80 w/Lt Prod Booklet Maker & 2/3 Hole Punch, 2 Tray Oversized HCF		
8	W7970 with Business Ready Finisher & 3 Hole Punch	1	D125 with Plockmatic 35 Booklet Maker and 2-Tray Oversized HCF		
3	WC5875 with Office Finisher	1	D110 with Staple Finisher & 2/3 Hole Punch		
Equipment Location (if different from Billing Address)					
TERM AND PAYMENT		IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	EXCESS CHARGE
Initial Lease Term (in months): 60		B&W	0	.005 for office models	.0085 for Versant 80
		Color	0	.049 for office models	.049 for Versant 80
Monthly Lease Payment: \$ 5,319.72 plus applicable charges & taxes		Everyday Color	n/a	n/a	N/A
		Color Level 2	n/a	n/a	N/A
		Color Level 3	n/a	n/a	N/A
LESSEE ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.					
Authorized Signer X	Date 6/2/17		Federal Tax ID # (Required) 95-2460087		
Print Name Scott C. Stiles	Title (Indicate President, Partner, Proprietor, etc.) City Manager				
LESSOR ACCEPTANCE					
Accepted By: Xerox Financial Services LLC	Name and Title		Date		
TERMS & CONDITIONS					

1. **Definitions.** The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time-fee-of-\$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. **Lease, Payments and Late Payments.** You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment 30 days after the Inception Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. **Equipment and Software.** To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Lease Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. **Non-Cancellable Lease.** THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Lease shall continue unabated.

5. **End of Lease Options.** If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. **Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.

7. **Meter Readings and Annual Adjustments.** Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment. At any time after 12 months from the Inception Date and for each successive 12 month period thereafter during the Initial Lease Term and any 3 month extended Term, XFS may increase the maintenance charges portion of your Monthly Lease Payment and the Excess Charges by a maximum of fifteen-percent (15%) of the then-current Monthly Lease Payment therefor and you agree to pay such increased amounts. ZELO

8. **Equipment Delivery and Maintenance.** Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL

ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSSED BY ANY ALLEGED BREACH BY DEALER.

9. **Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify your ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a re-filing or amendment to XFS's UCC financing statement against you becomes necessary.

10. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations) and YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOURPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. **Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment.

12. **Equipment Warranty Information and Disclaimers.** XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.

13. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. **Default and Remedies.** You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

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 of 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.

YOU MUST PROVIDE XFS OR OUR DESIGNEE WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEE. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF

YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment 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 or Required 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. YOU AGREE (i) TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (ii) THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES, AND (iii) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Lease.

16. **Finance Lease and Lessee Waivers.** The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724-737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. **Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. **Original and Sole Controlling Document; No Modifications Unless in Writing.** This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN CALIFORNIA OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.

21. **Non-Appropriation.** Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation.

Xerox Financial Services LLC

45 Glover Avenue
Norwalk, CT 06856

Cost Per Copy Agreement



Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease. If you terminate a Lease pursuant to this Section, unless the following would affect the validity and/or enforceability of this Lease, for a period of 360 days from the Termination Date, you will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the Equipment. The foregoing obligation shall survive termination of this Lease.

APPROVED AS TO FORM

James H. Eggart

JAMES EGGART
Assistant City Attorney
City of Garden Grove
DATED: 6-1-17

ATTEST: *Teresa Pomeroy*

TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: JUNE 5, 2017



A Xerox Company

5700 Warland Drive, Cypress, CA 90630

Sale Order Agreement

Date
Buyer
P.O. #
Sales Rep

BILL TO		
City of Garden Grove		
11222 Acacia Parkway		
Garden Grove	CA	92842
Contact: Sandra Segawa		
Phone/Fax: 714-741-5050		

SHIP TO		
City of Garden Grove		
11222 Acacia Parkway		
Garden Grove	CA	92842
Key Op: Keith Winston		
Phone/Fax: 714-741-5096		

Pur. Order: Insert PO Num	Approx Delivery Date:	
Account Type: Cash Rental Lease	Lease Months:	B/W Ovg Rate: Color Ovg Rate:

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
*	*	** SEE 'Sale Order Agreement Schedule A' FOR ITEMS LIST **	SEE LEASE	SEE LEASE

COMMENTS/SPECIAL INSTRUCTIONS	Subtotal	SEE LEASE
	Sales Tax to be Added Upon Invoicing	
	Delivery/Installation	
SPECIAL PAYMENT TERMS & DUE DATES	TOTAL AMOUNT	SEE LEASE
	Less Payment (Check # _____)	
LEASE PAY-OFF / BUY-OUT / TRADE IN INSTRUCTIONS	AMOUNT DUE	SEE LEASE

Payoff w/ Return:	Lease Company:	Lease Number:	Serial #:	Amount:
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SoCal Office will pay off old lease as indicated above and return the equipment to the lease company. Customer must notify lease company of intent to return and provide SoCal Office with shipping instructions in a timely manner. Attach buyout invoice and list of assets.

Payoff to Keep/Trade-In:	Lease Company:	Lease Number:	Amount:
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SoCal Office will pay off old lease as indicated above and take possession of copier. Attach buyout invoice and list of assets.

Stream of payments payable to client:	Lease Company:	Lease Number:	Amount:
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SoCal Office will pay customer the amount indicated above. Customer agrees to make remaining payments on lease and fulfill all financial obligations of said lease. Customer also agrees to notify lease company of intent to return copier and provide shipping instructions to SoCal Office in a timely manner. Attach list of assets.

Trade In of Customer Owned Unit:	Model:	Serial #:
---	---------------	------------------

Client warrants that equipment is free and clear of any liens or security interests. SoCal Office will take possession of trade in and dispose of device at SoCal Office discretion. Attach additional list of assets.

WE HERBY AGREE to purchase the item(s) listed above in accordance with the terms and provisions set forth on both sides hereof. Customer acknowledges that it has read this agreement of sale and understands and agrees to all terms and conditions stated on both sides herein.

I authorize SoCal Office Technologies to obtain credit information from any consumer reporting agency to determine credit worthiness. I understand that if credit worthiness cannot be determined by the consumer reporting agency, additional information may be required.

CUSTOMER ACCEPTANCE			SOCAL OFFICE TECHNOLOGIES AUTHORIZATION	
Authorized Signature/Date	Print Name	Title	Signature	Date
<i>Scott C. Stiles</i>	Scott C. Stiles	City Manager	<i>[Signature]</i>	6/2/17

SOCAL OFFICE TECHNOLOGIES
PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions.** The first page of this Purchase Order is called the Cover Page. The Cover Page and the Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between SoCal Office Technologies (the "Company") and the Customer, as defined on the Cover Page ("Customer"), with respect to the purchase of those certain goods identified on the Cover Page and Schedule A, if attached (the "Goods" or "Equipment").
2. **Scope.** This Agreement may be executed for:
 - a) A **SALE** of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 30 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).
 - b) A **LEASE** of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately return the Goods to Company in Like New condition.
 - c) A **RENTAL** of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.
3. **Acceptance and Non-Cancellation.** This Purchase Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.
4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery.
5. **Taxes.** Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.
6. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.
7. **Default.** Customer will be in default of this Agreement if Company does not receive payment within 10 days after the date payment is due or Customer breaches any other obligation under this Agreement. Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to the Goods. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, the Company may terminate this Agreement.
8. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 10 shall survive termination of this Agreement.
9. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED.** THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.
10. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.
11. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
12. **Governing Law.** This Agreement shall be governed by the laws of the state of California without regard to the conflict of laws or principles of such states.
13. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.
14. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
15. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.
16. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
17. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.
18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSALS, QUOTATIONS, OR COMMUNICATIONS, WRITTEN OR ORAL, REGARDING THE PURCHASE OF THE GOODS FROM THE COMPANY. THE CUSTOMER FURTHER UNDERSTANDS THE COMPANY IS NOT A PARTY TO ANY LEASING DOCUMENTS EXECUTED BETWEEN CUSTOMER AND THE LEASING COMPANY, AND THIS AGREEMENT IS NOT INTENDED TO SUPERSEDE ANY LEASING DOCUMENTS, OR OTHER CONTRACTS OR AGREEMENTS WHICH CUSTOMER MAY EXECUTE WITH THE COMPANY.

Initial *LSA*
Date *6/2/17*

SOCAL OFFICE TECHNOLOGIES SALES ORDER AGREEMENT ADDENDUM

INSURANCE REQUIREMENTS:

1. COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
2. WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
3. INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and



A Xerox Company

endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

CUSTOMER ACCEPTANCE:

SOCAL OFFICE TECHNOLOGOGIES AUTHORIZATION

[Signature]
Authorized Signature

[Signature]
Authorized Signature

Scott C. Stiles
Print Name

Peng MacPhee
Print Name

6/2/17
Date

5/22/17
Date

APPROVED AS TO FORM

[Signature]
JAMES EGGART
Assistant City Attorney
City of Garden Grove
DATED: 6-1-17

ATTEST: [Signature]
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: June 5, 2017



Sale Order Agreement - Schedule A

A Xerox Company

5700 Warland Drive, Cypress, CA 90630

Date
Buyer
P.O. #
Sales Rep

BILL TO			SHIP TO		
City of Garden Grove			City of Garden Grove		
11222 Acacia Parkway			11222 Acacia Parkway		
Garden Grove	CA	92842	Garden Grove	CA	92842
Contact	Sandra Segawa		Key Op	Keith Winston	
Phone/Fax	714-741-5050		Phone/Fax	714-741-5096	

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6	07AS001A1M5	NSI AutoStore Workflow Device License w/5 Years' Maintenance & Service		
1	WEFILE	Solutions Fee (install & training-1/2 hr.)		
1	097N02123	Plockmatic BM35 Booklet Maker		
1	097N02121	Plockmatic SQF50/35 Square Fold Module (includes installation)		
1	097N02126	Plockmatic CF50/35 Cover Feeder (includes installation)		
1	614N07682	Plockmatic BM50/35 Installation & Operator Training		
1	614N07686	Plockmatic BM50/35 Shipping & Handling		
1	614N07687	Plockmatic SQ50/35 Shipping & Handling		
1	614N07689	Plockmatic CF50/35 Shipping & Handling		
1	Versant 80B	Versant 80		
1	097N02178	Xerox EX 80 Print Server (incl Fiery s/w, Graphics Arts Basic Pkg & Impose)		
1	097S04060, 498K18310	Interface Module, Interface Module Power Cord		
1	097S04591, 497K14940, 497K10060, 498K18310	Two Tray Oversize High Cap Feeder (4K sheets, up to 13x19", up to 300gsm), UI Install Kit, Lower Docking Bracket for OHCF, Interface Module Power Cord		
1	497N02107	Graphic Arts Premium Package		
1	497N03728	Fiery Compose License Activation Kit		
1	XC10BOOK (097S04050, 498K18310)	Light Prod C Booklet Maker Finisher 2/ 2-3 Hole Punch, 3K Stack, 100 Sht Staple & 25 Sht Booklet Fin (requires the Interfact Module), Interface Module Power Cord, Top Tray Motor Upgrade Kit		
1	D110CP	D110CP (110 PPM B/W MULTIFUNCTIONAL)		
1	097S03574, 498K15381, 498K18310	Oversized High Capacity Feeder, High Capacity Feeder Blower Kit, Interface Module Power Cord		
1	097S03929, 498K18310	Interface Module, Interface Module Power Cord		
1	097S03941	Staple Fin w 2/3 Hole Pnch, Post Process Inserter		
1	D125CP	D125CP (125PPM B/W MULTIFUNCTIONAL)		
1	097S03929, 498K18310	Interface Module, Interface Module Power Cord		
1	097S04171, 097S04120, 497K12770, 498K18310, 497K06850	Partner Finishing Interface Module, Standard Finisher (D5), DFA Enablement Kit For E-Bind, Tape-Bind, Plockmatic Pro Booklet Maker, Interface Module Power Cord, 3M Interface Cable		
1	097S04539, 498K18310	Oversized High Capacity Feeder (2-Tray), Power Cord		
13	W7855PT2	Xerox WC7855PT2 (55 PPM B/W, 50 PPM COLOR)		
13	097S04166	Office Finisher LX (2K Sheet Capacity w/ 50 Sheet Multi-position Staple)		
1	097S04615	High Capacity Feeder(2000 sheet)		
8	W7970P2	WorkCentre 7970 Multi-function Printer		
8	BRFIN (097S04617, 497K14380)	Business Ready Finisher w/ 2/3 Hole Punch (3K Sheet Capacity w/ 50 Sheet Multi-position Staple),		
3	WC5875APT	WorkCentre 5875 Printer/Copier (75 PPM B/W MFP)- Must Add Catch Tray or Finisher		
3	097S04536	Office Finisher, 2000 Sheet Capacity w/ 50 Sheet, Multi-Position Staple		

COMMENTS/SPECIAL INSTRUCTIONS	Subtotal	SEE LEASE
	Sales Tax to be Added Upon Invoicing	
	Delivery/Installation	
	TOTAL AMOUNT	SEE LEASE
SPECIAL PAYMENT TERMS & DUE DATES	Less Payment (Check # _____)	
	AMOUNT DUE	SEE LEASE

All applicable Terms and Conditions as found on page 2 of the Sale Order Agreement apply to the items listed above.

CUSTOMER ACCEPTANCE			SOCAL OFFICE TECHNOLOGIES AUTHORIZATION		
Authorized Signature/Date	Print Name	Title	Signature	Date	
<i>[Signature]</i> 6/2/17	Scott C. Stiles	City Manager	<i>[Signature]</i>		



MAINTENANCE AGREEMENT

BILL TO

Customer Name: City of Garden Grove
Address: 11222 Acacia Parkway
City / State / Zip: Garden Grove CA 92842
Phone: (714) 741-5050 Ext: _____

EQUIPMENT LOCATION

Customer Name: City of Garden Grove
Address: 11222 Acacia Parkway
City / State / Zip: Garden Grove CA 92842
Phone: (714) 741-5050 Ext: _____

SERVICED DEVICES

SoCal ID	Make / Model	Serial Number	Starting Meter (BW/CLR)	Location
				See Attached Schedule A

SEE SCHEDULE A FOR ADDITIONAL DEVICES

AGREEMENT DETAILS

Allowances	Monthly Payment	Overage Rate	Overage Billing Cycle	Term: <u>60</u> months Begins: _____ Ends: _____
<u>0</u> Copies, BW	<u>See Lease</u>	_____	<u>Q</u>	Total Monthly Payment: <u>SEE LEASE</u>
<u>0</u> Copies, CLR	_____	_____		
<u>0</u> Prints, BW	_____	_____		
<u>0</u> Wide Format	_____	_____		
Prints, Flat Rate, BW	_____	_____		
Production, CLR	_____	_____		

Notes:
Staples included

Included Items

All inclusive (excluding staples) Micr Toner

This agreement shall be renewed automatically upon approval by SOC unless Customer notifies SOC in writing at least 60 days prior to the termination of the agreement. Customer agrees to pay the then current rate at the beginning of each subsequent agreement period. Unless stated otherwise all base charges will be billed monthly with any overages or per print/copy charges calculated quarterly. Scanner coverage includes labor only and is billed annually.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF PAGE TWO AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2 OF THIS AGREEMENT.

SOC 360 Diagnostic Application

SoCal Office Technologies is committed to provide exceptional customer support during the term of this maintenance agreement. Obtaining accurate real-time equipment information such as supply levels and meter readings is vital in providing this level of support. Installation of the SoCal 360 App will allow automatic meter acquisition, resulting in improved billing integrity and proactive toner management, including automatic delivery.

Accept installation? YES NO (CHECK ONE)

If not accepted, who is the designated meter contact

Name: _____ Email: _____ Phone: _____

In the event SOC 360 Diagnostic Application is not installed and a SOC representative is required to visit your office to obtain meter readings an administration charge of \$75 per office location per billing period (\$150 for locations with 20 or more devices) will be added to your overage invoice.

Customer's Authorized Signature

SOC Sales Representative

SOC VP of Service

Print Scott C. Stiles

Lori Simpson

Wendy Hagerstrand

Sign [Signature]

Date 6/2/17



TERMS AND CONDITIONS

A Xerox Company

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement Services. Normal business hours are Monday through Friday, 8am to 5pm. Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers (unless otherwise indicated on the front of this Agreement), and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Replacement parts may be new, reprocessed, or remanufactured. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. For all contracts including toner a freight fee will be assessed based on volume of use. Special processing fees may be included for any method other than UPS Ground. Service provided outside Company's normal business hours or for computer/network issues will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5x11 copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six month billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorney's fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

9. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, Claims, whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorney's fees incurred by Us relating to such claim.

10. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

APPROVED AS TO FORM

James E. Egart
 JAMES EGART
 Assistant City Attorney
 City of Garden Grove
 DATED: 6-1-17

ATTEST: *Teresa Pomeroy*
 TERESA POMEROY, CMG
 City Clerk
 City of Garden Grove
 DATED: June 5, 2017

Initial *JP*

**SOCAL MAINTENANCE AGREEMENT
CITY OF GARDEN GROVE - SCHEDULE A**

Old Ricoh	SoCal ID	Make/Model	Xerox Serial Number	Starting Meter		Location
				Black & White	Color	
Ricoh MP 1357EX		D125				City Hall-Reprographics 2nd Floor 11222 Acacia Parkway
Ricoh MP C651		Versant 80				City Hall-Reprographics 2nd Floor 11222 Acacia Parkway
Ricoh MP 1107EX		D110				City Hall-Reprographics 2nd Floor 11222 Acacia Parkway
Ricoh MP C5502A		7855				City Hall-Personnel 2nd Floor 11222 Acacia Parkway
Ricoh MP 6001SP		7970				City Hall-City Clerk 2nd Floor 11222 Acacia Parkway
Ricoh MP C5502A		7855				City Hall-Econ Dev 3rd Floor 11222 Acacia Parkway
Ricoh MP 6001SP		7970				City Hall-City Manager 3rd Floor 11222 Acacia Parkway
Ricoh MP 6001SP		7970				City Hall-Water 1st Floor 11222 Acacia Parkway
Ricoh MP C5502A		7855				City Hall-Engineering 1st Floor 11222 Acacia Parkway
Ricoh MP 6001SP		7970				Community Meeting Center 11300 Stanford Avenue
Ricoh MP 6001SP		7970				Juvenile Justice Center 11301 Acacia Parkway
Ricoh MP C5502A		7855				Fire Department 11301 Acacia Parkway
Ricoh MP 6001SP		5875				Central Stores 13802 Newhope Street
Ricoh MP 6001SP		7970				Police Department (Gang Unit) 11301 Acacia Parkway
Ricoh MP C5502A		7855				Public Works Main Office 13802 Newhope Street
Ricoh MP 6001SP		7970				Public Works Portable 13802 Newhope Street

Ricoh MP 7001SP		5875				Police Department (Records) 11301 Acacia Parkway
Ricoh MP 7001SP		5875				Police Department (Records) 11301 Acacia Parkway
Ricoh MP C5502A		7855				Police Department (2nd Floor) 11301 Acacia Parkway
Ricoh MP6504SP		7970				Police Department (1st Floor Report Writing)
Ricoh MP C3002		7855				Housing Authority 11277 Garden Grove Blvd
Canon 2003		7855				Housing Authority 12966 Euclid St. Suite 150
Ricoh MP 2852		7855				Cable TV Production 11277 Garden Grove Blvd
Ricoh MP 2852		7855				Magnolia Family Resource Center 11402 Magnolia Street
Separate		7855				Buena Clinton Family Resource Center
Ricoh C5501		7855				Public Works Water Services 13802 Newhope Street (SN ?)
Ricoh C2550		7855				Senior Center 11300 Stanford Avenue (SN ?)

Customer Authorized Signature

SoCal Office Sales Representative

SoCal VP of Service

Print Scott C. Stiles

Signature *Scott C. Stiles*

ATTEST: *6/24/17*
Teresa Pomeroy
TERESA POMEROY, CMC
City Clerk

City of Garden Grove
DATED: *June 5, 2017*

Date



ADDENDUM TO MAINTENANCE AGREEMENT FOR FINISHING PARTNER EQUIPMENT SERVICE

THIS ADDENDUM ("Addendum") amends the Maintenance Agreement ("Agreement") between CITY OF GARDEN GROVE ("Customer" or "you") and XEROX CORPORATION ("Xerox") dated June 2, 2017.

The parties agree to the following terms shall apply to Xerox' service ("Finishing Partner Equipment Service") of the third-party equipment identified on the face of the Agreement ("Finishing Partner Equipment") and shall be additive to those found elsewhere in the Agreement:

1. The following terms shall be inserted as additional provisions of the Agreement:

FINISHING PARTNER EQUIPMENT SERVICE. Xerox shall maintain the Finishing Partner Equipment in good working order, as follows:

- a. Unless otherwise stated in the Agreement, Finishing Partner Equipment Service will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Finishing Partner Equipment at issue. You agree to give Xerox reasonable access to the Finishing Partner Equipment. Finishing Partner Equipment Service shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).
- b. Xerox shall perform scheduled maintenance at such times agreed to by both parties at each Finishing Partner Equipment location. Scheduled maintenance shall be performed as specified in the Finishing Partner Equipment Service Documentation.
- c. Xerox shall replace parts that are unserviceable as determined solely by Xerox on an exchange basis with new or parts equivalent to new in performance when used in the Finishing Partner Equipment. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Finishing Partner Equipment will become the property of Xerox.
- d. Customer shall perform Key Operator maintenance functions as described in the Finishing Partner Equipment operator's manuals.
- e. Xerox shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Finishing Partner Equipment.
- f. Customer shall notify Xerox of the Finishing Partner Equipment failure and shall provide adequate working space, heat, light, ventilation and electrical current and outlets.
- g. Xerox shall respond within the time period specified in the Agreement, if any.
- h. Customer shall place unscheduled maintenance requests by calling the Xerox Service telephone number provided by Xerox.
- i. Xerox shall not be obligated to provide the following services under these Finishing Partner Equipment Services terms and conditions:
 1. Additional or optional retrofits.
 2. Services as a result of Finishing Partner Equipment relocation.
 3. Exterior painting or refinishing.
 4. Repair for damages resulting from Customer neglect or abuse.
 5. Performance of normal key operator functions as described in the Finishing Partner Equipment operator's manuals.
 6. Finishing Partner Equipment reconditioning
 7. Repair of software (other than replacement of firmware).
- j. Customer agrees to make available key operators or a systems administrator for the Finishing Partner Equipment. Training, if any, will be provided in accordance with the applicable Price List in effect on the date Xerox accepts the Agreement.'
- k. 'Customer represents that each item of Finishing Partner Equipment has a manufacturer's serial number and will at all times be located in facilities which meet all applicable health, environmental and safety standards.'

COMMENCEMENT, RENEWAL AND TERMINATION.

- a. i. If the Finishing Partner Equipment is being acquired by you under a Xerox Lease Agreement ("Lease"), then the Agreement and these Finishing Partner Equipment Service terms and conditions shall become effective upon acceptance of the Agreement by Xerox and shall remain in effect for the initial term of the Lease, and ii. If the Finishing Partner Equipment is being acquired by you under a Xerox Sale/Maintenance Agreement ("Sale/Maintenance Agreement"), then the Agreement and these Finishing Partner Equipment Service terms and conditions shall become effective upon acceptance of the Agreement by Xerox and shall remain in effect for an initial term of twelve (12) calendar months (both the foregoing described initial terms are hereafter referred to as the "Initial Term").



b. i. If the Finishing Partner Equipment is being acquired by you under a Lease, unless either party provides notice at least thirty (30) days before the end of Initial Term of its intention not to renew the Lease and the Agreement, then, upon expiration of the Initial Term, the Agreement will be renewed automatically on a month-to-month basis at the same price, terms and conditions and billing frequency as the original Agreement. During this renewal period, either party may terminate the Agreement upon at least thirty (30) days notice. ii. If the Finishing Partner Equipment is being acquired by you under a Sale/Maintenance Agreement, upon expiration of the Initial Term, this Agreement shall be automatically renewed for successive periods of twelve (12) calendar months on each expiration date, unless written notice of termination is provide by either party to the other at least thirty (30) days before the end of Initial Term of its intention not to renew. Pricing for this renewal term shall be based on the prices listed on the Xerox Price List for Finishing Partner Equipment Service then in effect. The foregoing notices shall be given as provided in the Section of the Agreement entitled "Notice" and under Sub-Section (a) below.

c. Should Customer terminate the Agreement prior to the expiration of the Initial Term, Customer shall purchase from Xerox, at the applicable Xerox and/or Finishing Partner published prices, all parts and technical documentation for Customer's Finishing Partner Equipment in Xerox inventory on the effective date of termination.

d. If the Finishing Partner Equipment is being acquired by you under a Sale/Maintenance Agreement, then either party may terminate these Finishing Partner Equipment Service terms and conditions under an Agreement at any time, with or without cause, by providing the other party with one hundred twenty days (120) prior written notice of termination.

e. Notwithstanding the Section of the Agreement entitled 'Notices,' all notices required to be sent to Xerox under the Agreement shall be mailed to:

XEROX CORPORATION
1301 Ridgeview Drive
Lewisville, TX 75057
Fax - 800-407-8430

PRICING

a. Charges for Finishing Partner Equipment Services under the Agreement shall be based on the prices listed on the Xerox Price List for Finishing Partner Equipment Service in effect at the time the Customer executes the Agreement.

b. If Pricing Fixed for Term is identified in the Agreement, the amount you pay Xerox to maintain the Finishing Partner Equipment shall not increase during the Initial Term. Otherwise, Xerox may change any of the prices or these Finishing Partner Equipment Service terms and conditions upon thirty (30) days prior written notice to Customer. Any such changes will be effective at the commencement of the next succeeding Finishing Partner Equipment Service term in the Agreement. Any price increase will not exceed ten (10%) percent of the then current price.

c. Finishing Partner Equipment Service activities performed outside the scope of these terms and conditions, including, but not limited, to weekend service, key operator functions, product enhancements and engineering changes, will be billed on a time and materials basis at the Xerox rate in effect at the time of such service.

WARRANTY DISCLAIMERS Aside from Xerox' obligations to provide service for Finishing Partner Equipment in accordance with this Addendum, Xerox makes no other representations or warranties relative to such service, express or implied. XEROX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO SERVICES PROVIDED HEREUNDER.'

Xerox shall not be liable for the loss of any data as a result of performing services hereunder, and Customer shall be responsible for all necessary or desired data back up. This limitation of liability shall be in addition to the Limitation of Liability provisions contained in the general terms and conditions of the Agreement.'

2. The Sections of the Agreement entitled 'Basic Services' or 'Maintenance Services,' 'Repairs And Parts,' 'Hours And Exclusions,' 'Installation Site & Meter Readings,' 'Equipment Replacement,' 'Cartridges,' And 'Pc/Workstation Requirements,' 'Warranty Disclaimer & Waivers,' 'Assignment,' 'Commencement & Expiration,' 'Renewal,' ['Software License,' Software Support,] and 'Intellectual Property Indemnity,' of the Agreement shall be deleted.

Capitalized terms that are not defined in this Addendum shall have the meaning assigned to them in the Agreement. Except as set forth above, the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum shall control.

XEROX CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

(Customer Name)

By: Scott C. Stiles

Name: Scott C. Stiles

Title: City Manager

Date: 6/6/17

04/20/12 REB



FOR INTERNAL XEROX PROCESSING INFORMATION ONLY: The Agreement (plus these Finishing Partner Equipment Service Terms and Conditions) must be submitted for processing to:

XEROX CORPORATION
1301 Ridgeview Drive
Lewisville, TX 75057
Fax - 800-407-8430

ATTEST: *Teresa Pomeroy*
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: *June 6, 2017*

APPROVED AS TO FORM

James H. Eggart
JAMES EGGART
Assistant City Attorney
City of Garden Grove
DATED: *6-6-17*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seacrest Partners, Inc. 6525 The Corners Pkwy Ste 500 Peachtree Corners, GA 30092-3352	CONTACT NAME: Marie Bearden, CIC CISR PHONE (A/C, No, Ext): 404-602-5678 E-MAIL ADDRESS: Marie.Bearden@SeacrestPartners.com	FAX (A/C, No): 404-602-5661	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SoCal Office Technologies, Inc. 5700 Warland Drive Cypress, CA 90630-5030	INSURER A : Hartford Fire Insurance Company <i>AT, XV</i>		19682
	INSURER B : ACE Property and Casualty Insurance Company <i>AT, XV</i>		20699
	INSURER C : Trumbull Insurance Company <i>AT, XV</i>		27120
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: BXQDAU3B

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	20 CSE S24102	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	20 CSE S24103	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$0 Ded
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$25,000			XOO G27938243 002	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	20 WN S24100	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Garden Grove, its officers, officials, agents, employees, and volunteers is/are an additional insured with respect to general and automobile liability coverage as required by written contract or agreement with respect to sales and service of equipment and supplies by SoCal Office Technologies, Inc.. General Liability coverage is primary and non-contributory where required by written contract or agreement.

Revised and approved as to insurance language and requirements.

5-22-17
Heidi M. Jay
Risk Management

CERTIFICATE HOLDER

CANCELLATION

City of Garden Grove, its officers, officials, agents, employees, and volunteers
PO BOX 3070
Garden Grove, CA 92842-3070

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David...



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
5-22-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization from whom you are required by written contract or agreement to name as an additional insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed and approved as to insurance
and/or requirements.
Heidi M. Jay
Risk Management
5-22-17



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - SCHEDULED ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay
Risk Management
5-22-17

Name Of Additional Insured Person(s)Or Organization(s):
ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO NAME AS AN ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to insurance provided to the additional insured or insureds shown in the Schedule, Paragraph 4. of Section IV - Conditions is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

(1) Primary Insurance When Required By The Additional Insured

This insurance is primary if you have agreed with any additional insured or insureds shown in the Schedule that this insurance is primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph c. below.

(2) Primary And Non-Contributory To Other Insurance When Required By The Additional Insured

If you have agreed with any additional insured or insureds shown in the Schedule that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in Paragraph b. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

(6) When You Are Added As An Additional Insured To Other Insurance

That is available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay
Risk Management
5-22-17



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT

Policy Number: 20 WN S24100 Endorsement Number:
Effective Date: 01/01/2017 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: GLOBAL IMAGING SYSTEMS, INC.
3903 NORTHDAL BLVD, SUITE 200W
TAMPA, FL 33624

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Reviewed and approved as to insurance language
and/or requirements.
Heidi M. Jay
Risk Management
5-22-17

Countersigned by *Steven S. Castaneda*
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date:

Policy Expiration Date:

AWARD OF A 60-MONTH LEASE AND MAINTENANCE CONTRACT TO SO CAL OFFICE TECHNOLOGIES FOR 27 MULTI-FUNCTION COPIERS
(F: 55-So Cal Office Technologies)

Following staff presentation and City Council discussion:

It was moved by Council Member K. Nguyen, seconded by Council Member Klopfenstein that:

A 60-month lease and maintenance contract be awarded to So Cal Office Technologies for 27 Xerox multi-function copiers in the amount of \$644,869.55; and

The City Manager be authorized to sign the lease and maintenance contract on behalf of the City, and make minor modifications as appropriate thereto.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Charles D. Kalil
Dept.:	City Manager	Dept.:	Information Technology
Subject:	Award of a 60-month lease and maintenance contract to So Cal Office Technologies for 27 multi-function copiers. (Cost: \$644,869.55) (<i>Action Item</i>)	Date:	5/23/2017

OBJECTIVE

For the City Council to award a 60-month lease and maintenance contract to So Cal Office Technologies ("So Cal") for 27 Xerox multi-function copiers.

BACKGROUND

The City is currently operating under a lease and maintenance agreement for multi-function copiers that will terminate on June 24, 2017. Based on age and usage, these machines are increasingly requiring service and experiencing downtime. Staff researched and determined that current technology could provide increased functionality with reduced costs. On January 11, 2017, the City issued a Request for Proposal - RFP S-1207 ("RFP") for 27 multi-function copiers with scanning, faxing, network printing service and other improved functionalities. Eleven bids were received that met the RFP specifications.

DISCUSSION

A source selection committee (SSC) of five members evaluated the RFP responses based on weighted criteria of Price (40%), Project Plan (30%) and Qualifications of the Proposer (30%). The SSC then performed site visits and viewed product demonstrations by the top four vendors, which are listed below. Upon completion of the site visits, the SSC scored these top four vendors again based on the original criteria and determined that So Cal offered the proposal that best met all of the City's requirements.

RFP S-1207 (Copiers)	So Cal Office Technologies	Sharp Business Systems	Xerox Corporation	Ricoh
TOTALS	4705	4205	3990	3785

In addition to product quality and pricing, customer service and ability of vendors to deliver their proposal were considered. Referrals for vendors were contacted, and the vendors' market presence and reputation were researched.

Xerox is an industry leader in copier innovation. By quality and design, these copiers offer additional functionality that will improve productivity and reduce costs. Some of the new capabilities include providing color printing options to all locations, wireless printing from mobile devices, OCR for scanning to searchable PDFs, duplex color scanning on all devices and faster printing speeds. So Cal has proposed a 60-month lease and maintenance agreement including all supplies for \$128,973.91 per year. Their proposal includes delivery, installation, training and a \$1 buy out option for each copier at the end of the lease. As part of the installation process, So Cal will also uninstall and remove the existing fleet of copiers.

FINANCIAL IMPACT

The current annual lease and maintenance cost for the City's copier fleet is \$155,765.14. So Cal's proposed annual cost is \$128,973.91. Total cost of the agreement will be \$644,869.55, representing a savings of nearly \$134,000 over the 60 month agreement period. The funds for this agreement are normal operating expenses submitted as part of the annual Information Technology budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a 60-month lease and maintenance contract to So Cal Office Technologies for 27 Xerox multi-function copiers in the amount of \$644,869.55; and
- Authorize the City Manager to sign the lease and maintenance contract on behalf of the City, and make minor modifications as appropriate thereto.

By: Keith Winston, Senior Information Technology Analyst