

Customer: SISKIYOU, COUNTY OF

BillTo:	SISKIYOU, COUNTY OF COMMUNITY	Install:	SISKIYOU, COUNTY OF COMMUNITY
	DEVELOPMENT DEP		DEVELOPMENT DEP
	806 S MAIN ST		806 S MAIN ST
	YREKA, CA 96097		YREKA, CA 96097
	Tax ID#: _		

State or Local Government Negotiated Contract : 072712700

Solution

Product Description Item	Agreement Information		Trade Information	Requested Install Date
1. C8055H (XEROX C8055H) - Br Finisher-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: Purchase Option:	60 months FMV	- Xerox 7845PT S/N MX4735737 Trade-In as of Payment 61	3/1/2020

Monthly Pricing Print Charges Maintenance Plan Features Item Lease Meter Volume Band Per Print Rate Minimum Payment 1. C8055H \$198.62 1: Black and - Consumable Supplies Included for all prints All Prints \$0.0050 - Pricing Fixed for Term White Impressions 2: Color All Prints \$0.0500 Impressions \$198.62 Minimum Payments (Excluding Applicable Taxes) Total

Authorized Signature	Siskiyou County Community Devel	opment chooses the option not to purchase.		
Customer acknowlee which consists	Iges receipt of the terms of this agreement of 2 pages including this face page.	Thank You for your business! This Agreement is proudly presented by Xerox and		
Signer:	Phone: (530)841-4180	Ted Darnall (541)779-1251		
Signature:	Date:	For information on your Xerox Account, go to www.xerox.com/AccountManagement		



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. **REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this

termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date:_____

COUNTY OF SISKIYOU

MICHAEL KOBSEFF, CHAIR Board of Supervisors County of Siskiyou State of California

ATTEST: LAURA BYNUM Clerk, Board of Supervisors

By: _

Deputy

16/2020 Date:

Date:

CONTRACTOR: Xerox Corporation

Michelle M. Yoshino, General Manager Public Sector, Xerox North-America Operations

John De la Cuadra, Western Region Xerox North America Operations

License No.: N/A (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. <u>16-0468020</u>

ACCOUNTING:

Fund Organization Account

Activity Code (if applicable)

FUND	ORG	ACCOUNT	FY	AMOUNT
1001	207080	717000	19/20	\$0.01
			20/21	\$0.01
			21/22	\$0.01
			22/23	\$0.01
			23/24	\$0.01
			24/25	\$0.01
1001	207080	725000	19/20	\$856.04
			20/21	\$2,568.12
			21/22	\$2,568.12
			22/23	\$2,568.12
			23/24	\$2,568.12
			24/25	\$1,712.08

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.