

## EXHIBIT-A

To Agreement by and between  
Monterey County Public Defender, hereinafter referred to as "County"  
AND  
Xerox Corporation, hereinafter referred to as "CONTRACTOR"

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide a multi-function Xerox C8115H2 copier with envelope tray, (1) line fax, high capacity feeder, office finisher, 2-3 hole punch, customer ED & analyst services on a thirty six month term.

#### B. PAYMENT PROVISIONS

##### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$20,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Black & white impressions \$0.0066  
Color impressions \$0.0506  
Base Lease Rate \$247.92

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

##### B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

### **B.3 RIGHT TO CANCEL AGREEMENT**

CONTRACTOR agrees that if funds are not appropriated each fiscal year to the agency for the purpose of making payments, the agency shall be authorized, upon sixty (60) days written notice to the Contractor, to terminate this agreement. The termination shall be without any other obligation or liability of any cancellation or termination charges, which may be fixed by the contract.