

AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1761205



CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Monterey, County of**

ADDRESS: **168 W Alisal St Fl 2nd** **Salinas, CA 93901-2438**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Precision Survey Supply **Rancho Cucamonga, CA**

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

1 Leica RTC360, 1 Leica BLK2GO, all related accessories.

EQUIPMENT LOCATION: **351 Madison St Monterey, CA 93940-2613**

(*PLUS TAX)

TERM IN MONTHS: **45**

PURCHASE OPTION*: **\$12,182.57**

ONE PAYMENT OF*: **\$27,459.95** DUE 30 DAYS AFTER THE COMMENCEMENT DATE (WHICH PAYMENT HAS ALREADY BEEN PAID BY YOU); FOLLOWED BY THREE

ANNUAL PAYMENTS OF*: **\$31,054.96** DUE ON THE JUNE 1, 2023, JUNE 1, 2024 AND JUNE 1, 2025; AFTER WHICH, SO LONG AS YOU ARE NOT IN DEFAULT, YOU WILL HAVE THE OPTION TO PURCHASE THE EQUIPMENT FOR THE PURCHASE OPTION PRICE PRIOR TO THE END DATE (AS SUCH TERM IS DEFINED HEREIN)

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate (the "Commencement Date"). We may charge you a one-time origination fee of \$199.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by California law. Any dispute will be adjudicated in a state or federal court located in Monterey County, California. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: **GreatAmerica Financial Services Corporation**

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: **(As Stated Above)**

SIGNATURE: *Laura Surgeas* DATE: **7-20-22**

SIGNATURE: **X** DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

SIGNATURE: **X** DATE:

PRINT NAME & TITLE:

Amendment

This Amendment amends that certain agreement by and between GreatAmerica Financial Services Corporation ("Owner") and County of Monterey DBA Monterey County Sheriff's Office ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1761205 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

- 1. The section entitled "INSURANCE" is hereby deleted and replaced with the following:

"INSURANCE. You agree to either: (a) self-insure against (i) all risks of physical loss or damage to the Equipment for its full replacement value, and (ii) personal injury and damage caused by the Equipment; or (b) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and maintain comprehensive public liability insurance acceptable to us. In addition, you agree to provide us with proof of such insurance or a written statement that you are self-insured to meet your obligations hereunder no later than thirty (30) days following the commencement of this Agreement, and thereafter upon our written request. If you fail to obtain adequate insurance or fail to provide evidence of self-insurance acceptable to us as described herein within thirty (30) days of the commencement of the Agreement, We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment; (x) We will not name you as an insured and your interests may not be fully protected; (y) You will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance, and (z) any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 3% per year. Should you choose to comply with your obligations hereunder through a plan of self-insurance, you agree that we shall enjoy rights and benefits under your program of self-insurance that are no less broad than the rights and benefits we would have enjoyed as an additional insured and loss payee under a commercial insurance program."

- 2. The following sentence is hereby added to the section entitled "DEFAULT/REMEDIES":

"You will be notified upon any event of default and given 10 days from the notification date, to cure the default prior to us exercising any and all rights we have under this paragraph."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

GreatAmerica Financial Services Corporation
Owner
By: Laura Jurgens
Signature
Laura Jurgens, Documentation Specialist
Print Name & Title
Date Accepted: 7-20-22

County of Monterey DBA Monterey County Sheriff's Office
DocuSigned by: Customer
By: X Im Grant
Signature
Deputy County Counsel
Print Name & Title
Date: 8/3/2022 | 3:27 PM PDT

DocuSigned by:
By: X Gary Giboney
Signature
Chief Deputy Auditor-Controller
Print Name & Title
Date: 8/3/2022 | 3:34 PM PDT