

Lease Agreement

Customer: COUNTY OF MONTEREY

BillTo: COUNTY OF MONTEREY
ELECTIONS DEPT

ACCOUNTS PAYABLE

1441 SCHILLING PL

SALINAS, CA 93901-4527

Install: COUNTY OF MONTEREY
ELECTIONS DEPARTMENT

NORTH BLDG

1441 SCHILLING PL

SALINAS, CA 93901-4527

State or Local Government Negotiated Contract : 072855200

Solution

Item	Product Description	Agreement Information	Requested Effective Date
1. C8170H2 (SOT - XEROX C8170H2) S/N EFQ497245 - 1 Line Fax - High Capacity Feeder - Office Finisher - 2/3 Hole Punch		Lease Term: 36 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 950170456 for C8170H2 S/N EFQ497245 as of payment 30.	11/1/2025

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8170H2	\$154.16	1: Black and White Impressions	All Prints	\$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$154.16	Minimum Payments (Excluding Applicable Taxes)			

This lease agreement includes the attached Exhibit A.

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page. Signer: _____ Phone: (831)796-1491 Signature: _____ Date: _____		Thank You for your business! This Agreement is proudly presented by Xerox and Julie Sanderson (510)606-0669 For information on your Xerox Account, go to www.xerox.com/AccountManagement
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Lease Agreement**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.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee, which will be financed under this Agreement, for the modification of a prior agreement.

GOVERNMENT TERMS:

3. 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.

4. 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).

SOLUTION/SERVICES:

5. OVERSIZE PRINTS. Each print made on the following Equipment; C8170H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

6. 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:

7. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission 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 Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission 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 Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

EXHIBIT-A

**To Agreement by and between
Monterey County Elections, 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 maintenance, supplies and replacement, as needed, for a multi-function Xerox C8170H2 copier with high-capacity feeder, 1 line fax, office finisher, 2/3 hole punch, customer ED and analyst services on a thirty six month service term.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$10,000 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 \$0.0051
Color impressions \$0.0506
Base Lease Rate \$154.16

CONTRACTOR shall abide pricing based on Exhibit C, Cooperative Agreement with Region 4 Education Service Center in partnership with OMNIA Partners Contract #R241205. The Elections Department is utilizing the membership established by the Department of Social Services with OMNIA Partners approved by the Board of Supervisors on June 25, 2024

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 thirty (30) 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.

C. ORDER OF PRECEDENCE

C.1 This Agreement is subject to the terms and conditions of OMNIA Partners Contract #R241205 ("OMNIA Contract") which is incorporated to this Agreement by its sole reference. In the event of any conflict between this contract and its exhibits, the order of precedence shall be this Contract followed by OMNIA Contract.

IN WITNESS WHEREOF, the undersigned hereby execute this Lease Agreement on behalf of the parties as of the date first above written.

COUNTY OF MONTEREY

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel¹
Susan K. Blich, County Counsel

By:

DocuSigned by:

Anne Brenton

A46091E5DE63489

County Counsel

12/3/2025 | 3:37 PM PST

Date:

Approved as to Fiscal Provisions

DocuSigned by:

Patricia Ruiz

E70EE64E57454E6

By:

Auditor/Controller

12/4/2025 | 8:23 AM PST

Date:

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By:

David Bolton, Risk Manager

Date:

XEROX CORPORATION

Contractor/Business Name *

By:

Chaley n H

(Signature of Chair, President, or Vice-President)
Chaley Henderson, Finance Director

Name and Title

Date:

12/02/2025

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or
Asst. Treasurer)

Name and Title

Date: