

28325

Transaction Document No. 2 to Master Purchase Agreement No. 28325
with Xerox Corporation

Xerox Corporation ("Xerox") acknowledges that the City of Long Beach ("Customer") currently holds a valid use tax direct payment permit ("Permit") for the State of California and that Xerox will not charge sales tax to Customer except for the portion of Customer's billing that pertains to supplies and maintenance. Customer will notify Xerox if there is a change in the status of the Permit.

Xerox and Customer agree that Attachment "A", Attachment "B", Attachment "C", Attachment "D", and Attachment "E", all of which are attached to this Transaction Document No. 2 and incorporated in it by this reference, together with this page replace Transaction Document No. 1. On execution by both parties of this Transaction Document No. 2, Transaction Document No. 1 shall have no force or effect.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of October 31, 2005.

XEROX CORPORATION, a New York corporation

OCTOBER 24, 2005

By

Daniel J. McLean

Officer's Title

WEGO CONTROLLER

_____, 2005

By

(SEE ATTACHED CERTIFICATE)

Officer's Title _____

"Xerox"

CITY OF LONG BEACH, a municipal corporation

Nov 4, 2005

By

Mark Shannon

City Manager

"Customer"

This Transaction Document No. 2 is approved as to form on 10/27.

ROBERT E. SHANNON, City Attorney

By

D. J. Quinn

Senior Deputy

Attachment "A"

XEROX

LEASE AGREEMENT

Full Legal Name

Customer Name (Bill to) City of Long Beach

DBA/Name Overflow Maria Castillo

Street Address 333 W Ocean Blvd

Box#/Routing A/P Dept 6th Fl

City, State Long Beach, CA

Zip Code 90802-4664

Tax ID#

Customer Name (Install) City of Long Beach

DBA/Name Overflow (if req'd) Data Center

Installed at Street Address 333 W Ocean Blvd

Floor/Room/Routing Lower Level

City, State Long Beach, CA

Zip Code 90802-4664

County Installed In Los Angeles

Customer Requested Install Date 08/29/2003

Lease Payment Information

Product
(with serial number, if in place equipment)

DP92C DP92 IPS/NPS s/n KT0002762

148BLUE 148GREEN 148RED

34L9 24W0 11DP92CSW

11HCST 11KTI 11KW2

11VIPPI-J

Purchase
Option

\$18600

\$

\$

\$

\$

Down
Payment

\$

\$

\$

\$

\$

Prev
Install

\$

\$

\$

\$

\$

Fin'l
Intern

\$

\$

\$

\$

\$

Min. Lease Payment Freq.
(periodic, excluding excess meter charges)☐ Monthly☐ Quarterly☐ Semi-Annual☐ Annual☐ Other

Min. Lease Payment Mode

☐ Advance☐ Arrears

Price Information

Periodic Base Charge \$

Print Charge Meter 1: \$

Prints 1 - \$

Prints - \$

Prints - \$

Prints - \$

Print Charge Meter 2: \$

Prints 1 - \$

Prints - \$

Periodic Min.# of Prints

(based on Meter 1 Print Charges)

☐ Purchased Supplies ☐ Cash ☐ Fin'd

Reorder # Qty Description Price

Total Price = \$

☒ Trade-In Allowance

Manufacturer Model/ Serial # Final Allowance

Xerox KT0002758 Principal Payment #: \$ 18600.00

Total Allowance = \$ 18600.00

Total Allowance Applied to: ☒ Trade-In Equip. Balance: \$ 18600.00☐ Price of Replemnt. Equip.: \$

Adjustment Period

Period A - Mos. Affected: -

Periodic Base Charge \$

Print Charge Meter 1: \$

Prints 1 - \$

Prints - \$

Prints - \$

Print Charge Meter 2: \$

Prints 1 - \$

Prints - \$

Periodic Min.# of Prints

(based on Meter 1 Print Charges)

☐ Application Software

Software Title Initial License Fee Annual Renewal Fee

☐ Cash ☐ Finance ☐ Support Only

\$ \$

\$ \$

\$ \$

Total Initial License Fees = \$

Check all that apply

☐ Assoc./Coop. Name:☒ Negotiated Contract #: 071386402 ☐ DSA Contract #:☐ Value Added Services:☐ Attached Customer P.O. #: Supplies:

Lease:

☒ State or Local Government Customer

Int. Rate: 7.54% Total Int. Payable: \$ 60728.81

☒ Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#): 953391455

is hereby ☒ modified ☐ replaced Effective Date: 06/01/2003

Comments: unbundled maintenance

Lease Information

☒ Supplies included in Base/Print Charges☒ Refin. of Prior Agmt. ☒ Xerox (95#): 953055913 ☐ 3rd Party Eq.

Amt Refin: \$88668

Int Rate: 7.54%

Total Int Payable: \$ 17935.20

Lease Term: 60 months

XEROX

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Full Legal Name
 Customer Name (Bill to) City of Long Beach
 DBA/Name Overflow Maria Castillo
 Date of Customer Signature on Attached Agreement 05/25/2003
 Customer Name (Install) City of Long Beach
 DBA/Name Overflow (if req'd) Data Center
 Installed at Street Address 333 W Ocean Blvd
 Floor/Room/Routing Lower Level
 City, State Long Beach, CA
 Zip Code 90802-4664
 County Installed in
 Customer Requested Install Date 08/29/2003

Check all that apply

☐ Attached Customer P.O. #s: Supplies: _____

Lease: _____

☒ State or Local Government Customer

Int. Rate: 7.5% Total Int. Payable: \$ 60728.81

☒ Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#): 953391455

is hereby ☒ modified ☐ replaced Effective Date: 06/01/2003

Comments: unbundled maintenance

Lease Information

Lease Term: 60 months

☒ Supplies included in Base/Print Charges

☒ Refin. of Prior Agmt. ☒ Xerox (95#): 953391455

☐ 3rd Party Eq.

Amt Refin: \$ 88668

Int Rate: 7.5%

Total Int

Payable: \$17935.20

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
Analyst Services	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
Lvtrod / Proform Designer	\$		<input type="checkbox"/>	<input type="checkbox"/>
original refi amount	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$: MINIMUM LEASE PAYMENT (excl. of applic. taxes)

Min. Lease Payment Freq.
(periodic, excluding excess meter charges)

☐ Monthly ☐ Quarterly
☐ Semi-Annual ☐ Annual
☐ Other

Min. Lease Payment Mode

☐ Advance ☐ Arrears

Price Information

☐ Adjustment Period

Period A - Mos. Affected:	Period B - Mos. Affected:
Periodic Base Charge \$	Periodic Base Charge \$
Print Charge Meter 1: \$	Print Charge Meter 1: \$
Prints 1 - \$	Prints 1 - \$
Prints - \$	Prints - \$
Prints - \$	Prints - \$
Print Charge Meter 2: \$	Print Charge Meter 2: \$
Prints 1 - \$	Prints 1 - \$
Prints - \$	Prints - \$
Periodic Min.# of Prints (based on Meter 1 Print Charges)	Periodic Min.# of Prints (based on Meter 1 Print Charges)

☐ Purchased Supplies ☐ Cash ☐ Fin'd

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
		Total Price =	\$

☐ Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash <input type="checkbox"/> Finance	<input type="checkbox"/> Support Only
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	

☐ Trade-In Allowance

Manufacturer	Model/ Serial #	Final Principal Payment #:	Allowance
			\$
			\$
			\$
			\$
		Total Allowance =	\$
Total Allowance Applied to:		<input type="checkbox"/> Trade-In Equip. Balance:	\$
		<input type="checkbox"/> Price of Replemnt. Equip.:	\$

☐ K-16 Billing

Suspension

(check 1 as required)

Months affected

☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)

☐ Run Length Plan ☐ Fixed Price Plan

☐ Per-Foot Pricing

☐ Extended Service Hours:

Description: / \$ mo.

☐ Attached Addenda: _____

FOR AUTHORIZED INTERNAL USE ONLY

Worksheet:

Date:

www.xerox.com

ADDENDUM TO CREATE
A SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

1. The Minimum Lease Payment shall not include a Maintenance Component and, as such, Xerox shall not be obligated to maintain the Equipment as part of the Agreement. Instead, you agree that by the inclusion of this Addendum, you and Xerox have entered into a separate and distinct Maintenance Agreement (the "Maintenance Agreement") which shall be in effect for the same period as the Agreement, including any extensions thereof. You further agree that a breach of either the Agreement or the Maintenance Agreement, including, but not limited to, any failure on your part to make payments as they become due, shall constitute a breach of both.
2. The terms of the Maintenance Agreement shall be the same as those set out in the Agreement other than (a) as set forth above, and (b) the inclusion of the following:

BILLING. The Minimum Periodic Maintenance Payment includes a Periodic Base Charge, and may include a Periodic Minimum Number of Prints. Minimum Periodic Maintenance Payments (and, where applicable, Annual Charges) are billed in advance, with additional Print Charges billed in arrears

3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Periodic Base Charge	\$	4151.60
Print Charge Meter 1:		
Prints 1 - 500000	\$	
Prints 500001 -	\$.0062
Prints -	\$	
Print Charge Meter 2:		
Prints 1 -	\$	
Prints -	\$	
Print Charge Meter 3:		
Prints 1 -	\$	
Prints -	\$	
Print Charge Meter 4:		
Prints 1 -	\$	
Prints -	\$	

Periodic Min.# of Prints
(based on Meter 1 Print Charges) 500000

☒ Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	-
Periodic Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$
Periodic Min.# of Prints (based on Meter 1 Print Charges)	

Attachment "B"

XEROX

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Full Legal Name
 Customer Name (Bill to) City of Long Beach
 DBA/Name Overflow Maria Castillo
 Date of Customer Signature on Attached Agreement 03/23/2003
 Customer Name (Install) City of Long Beach
 DBA/Name Overflow (if req'd) Data Center
 Installed at Street Address 333 W Ocean Blvd
 Floor/Room/Routing Lower Level
 City, State Long Beach, CA
 Zip Code 90802-4664
 County Installed In Los Angeles
 Customer Requested Install Date 08/29/2003

Check all that apply

☐ Attached Customer P.O. #: Supplies: _____
 Lease : _____
☐ State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$
☒ Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): 953391455
 is hereby ☒ modified ☐ replaced Effective Date: 06/01/2003
 Comments: unbundled maintenance

Lease Information

Lease Term : 60 months
☐ Supplies included in Base/Print Charges
☐ Refin. of Prior Agmt. : ☐ Xerox (95#): _____ ☐ 3rd Party Eq.
 Amt Refin: \$ Int Rate: % Total Int Payable: \$

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm
DPCNTRL SB DP92C CONTROLLER	\$0	\$	<input type="checkbox"/>	<input type="checkbox"/>
111NPS92C	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$ 759.93 : MINIMUM LEASE PAYMENT (excl. of applic. taxes)

Min. Lease Payment Freq.
(periodic, excluding excess meter charges)

☐ Monthly ☐ Quarterly
☐ Semi-Annual ☐ Annual
☐ Other

Min. Lease Payment Mode

☐ Advance ☐ Arrears

Price Information

☐ Adjustment Period

Periodic Base Charge	Period A - Mos. Affected:	Period B - Mos. Affected:
\$	-	-
Print Charge Meter 1:	Periodic Base Charge	Periodic Base Charge
Prints 1 -	\$	\$
Prints -	\$	\$
Prints -	\$	\$
Print Charge Meter 2:	Print Charge Meter 1:	Print Charge Meter 1:
Prints 1 -	\$	\$
Prints -	\$	\$
Prints -	\$	\$
Print Charge Meter 2:	Print Charge Meter 2:	Print Charge Meter 2:
Prints 1 -	\$	\$
Prints -	\$	\$
Prints -	\$	\$
Periodic Min.# of Prints (based on Meter 1 Print Charges)	Periodic Min.# of Prints (based on Meter 1 Print Charges)	Periodic Min.# of Prints (based on Meter 1 Print Charges)

☐ Purchased Supplies ☐ Cash ☐ Fin'd

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
		Total Price =	\$

☐ Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash <input type="checkbox"/> Finance	<input type="checkbox"/> Support Only
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	Total Initial License Fees =	\$

☐ Trade-In Allowance

Manufacturer	Model/ Serial #	Final Principal Payment #:	Allowance
			\$
			\$
			\$
			\$
		Total Allowance =	\$
Total Allowance Applied to:	<input type="checkbox"/> Trade-In Equip. Balance:		\$
	<input type="checkbox"/> Price of Replemnt. Equip.:		\$

☐ K-16 Billing

Suspension

(check 1 as required)

Months affected

☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)

☐ Run Length Plan ☐ Fixed Price Plan☐ Per-Foot Pricing☒ Extended Service Hours:

Description: 3x5 Z30 / \$ 0 mo.

☐ Attached Addenda:

FOR AUTHORIZED BY INTERNAL USE ONLY:

Worksheet

Date:

www.xerox.com

ADDENDUM TO CREATE
A SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

4. The Minimum Lease Payment shall not include a Maintenance Component and, as such, Xerox shall not be obligated to maintain the Equipment as part of the Agreement. Instead, you agree that by the inclusion of this Addendum, you and Xerox have entered into a separate and distinct Maintenance Agreement (the "Maintenance Agreement") which shall be in effect for the same period as the Agreement, including any extensions thereof. You further agree that a breach of either the Agreement or the Maintenance Agreement, including, but not limited to, any failure on your part to make payments as they become due, shall constitute a breach of both.
5. The terms of the Maintenance Agreement shall be the same as those set out in the Agreement other than (a) as set forth above, and (b) the inclusion of the following:

BILLING. The Minimum Periodic Maintenance Payment includes a Periodic Base Charge, and may include a Periodic Minimum Number of Prints. Minimum Periodic Maintenance Payments (and, where applicable, Annual Charges) are billed in advance, with additional Print Charges billed in arrears

6. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Periodic Base Charge	\$	190.80
Print Charge Meter 1:		
Prints 1 -	\$	
Prints -	\$	
Prints -	\$	
Print Charge Meter 2:		
Prints 1 -	\$	
Prints -	\$	
Print Charge Meter 3:		
Prints 1 -	\$	
Prints -	\$	
Print Charge Meter 4:		
Prints 1 -	\$	
Prints -	\$	

Periodic Min.# of Prints
(based on Meter 1 Print Charges) _____

☒ Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	-	
Periodic Base Charge	\$	
Print Charge Meter 1:		
Prints 1 -	\$	
Prints -	\$	
Prints -	\$	
Print Charge Meter 2:		
Prints 1 -	\$	
Prints -	\$	
Periodic, Min.# of Prints (based on Meter 1 Print Charges)		_____

ADDENDUM TO CREATE
A SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

7. The Minimum Lease Payment shall not include a Maintenance Component and, as such, Xerox shall not be obligated to maintain the Equipment as part of the Agreement. Instead, you agree that by the inclusion of this Addendum, you and Xerox have entered into a separate and distinct Maintenance Agreement (the "Maintenance Agreement") which shall be in effect for the same period as the Agreement, including any extensions thereof. You further agree that a breach of either the Agreement or the Maintenance Agreement, including, but not limited to, any failure on your part to make payments as they become due, shall constitute a breach of both.
8. The terms of the Maintenance Agreement shall be the same as those set out in the Agreement other than (a) as set forth above, and (b) the inclusion of the following:

BILLING. The Minimum Periodic Maintenance Payment includes a Periodic Base Charge, and may include a Periodic Minimum Number of Prints. Minimum Periodic Maintenance Payments (and, where applicable, Annual Charges) are billed in advance, with additional Print Charges billed in arrears

9. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Periodic Base Charge	\$ 4151.60
Print Charge Meter 1:	
Prints 1 - 500000	\$
Prints 500001 -	\$.0062
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$
Print Charge Meter 3:	
Prints 1 -	\$
Prints -	\$
Print Charge Meter 4:	
Prints 1 -	\$
Prints -	\$

Periodic Min.# of Prints
(based on Meter 1 Print Charges) 500000

Adjustment Period

Mos. Affected:	-
Periodic Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$
Periodic Min.# of Prints (based on Meter 1 Print Charges)	

☒ Supplies included in Base/Print Charges

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Full Legal Name:

Customer Name (Bill to) City of Long Beach

DBA/Name Overflow Maria Castillo

Date of Customer Signature on Attached Agreement 05/25/2005

Customer Name (Install) City of Long Beach

DBA/Name Overflow (if req'd) Data Center

Installed at Street Address 333 W Ocean Blvd

Floor/Room/Routing Lower Level

City, State Long Beach, CA

Zip Code 90802-4664

Country Installed In Los Angeles

Customer Requested Install Date 08/29/2005

Check all that apply

☐ Attached Customer P.O. #s: Supplies: _____

Lease: _____

☒ State or Local Government Customer

Int. Rate: 7.5% Total Int. Payable: \$ 64203.22

☒ Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#): 953192198

is hereby ☒ modified ☐ replaced Effective Date: 06/01/2005

Comments: unbundled maintenance

Lease Information

Lease Term: 60 months

☒ Supplies included in Base/Print Charges

☒ Refin. of Prior Agmt. ☒ Xerox (95#): 955055892 ☐ 3rd Party Eq

Amt Refin: \$ 94318 Int Rate: 7.5 % Total Int Payable: \$19077.80

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Intern
Solimar Package	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$: MINIMUM LEASE PAYMENT (excl. of applic. taxes)

Min. Lease Payment Freq.

(periodic, excluding excess meter charges)

- ☐ Monthly ☐ Quarterly
☐ Semi-Annual ☐ Annual
☒ Other

Min. Lease Payment Mode

- ☐ Advance ☐ Arrears

Price Information

☐ Adjustment Period

Periodic Base Charge	Period A - Mos. Affected:	Period B - Mos. Affected:
\$	\$	\$
Print Charge Meter 1:	Print Charge Meter 1:	Print Charge Meter 1:
Prints 1 - \$	Prints 1 - \$	Prints 1 - \$
Prints - \$	Prints - \$	Prints - \$
Prints - \$	Prints - \$	Prints - \$
Print Charge Meter 2:	Print Charge Meter 2:	Print Charge Meter 2:
Prints 1 - \$	Prints 1 - \$	Prints 1 - \$
Prints - \$	Prints - \$	Prints - \$

Periodic Min.# of Prints
(based on Meter 1 Print Charges)

Periodic Min.# of Prints
(based on Meter 1 Print Charges)

Periodic Min.# of Prints
(based on Meter 1 Print Charges)

☐ Purchased Supplies ☐ Cash ☐ Fin'd

☐ Application Software

Reorder #	Qty	Description	Price	Software Title	Initial License Fee	Annual Renewal Fee
			\$		<input type="checkbox"/> Cash <input type="checkbox"/> Finance	<input type="checkbox"/> Support Only
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
		Total Price =	\$	Total Initial License Fees =	\$	

☐ Trade-In Allowance

Manufacturer	Model/ Serial #	Final Principal Payment #:	Allowance
			\$
			\$
			\$
			\$
		Total Allowance =	\$
Total Allowance Applied to:		<input type="checkbox"/> Trade-In Equip. Balance:	\$
		<input type="checkbox"/> Price of Replemnt. Equip.:	\$

☐ K-16 Billing

☐ Suspension

(check 1 as required)

Months affected

- ☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)

☐ Run Length Plan ☐ Fixed Price Plan

☐ Per-Foot Pricing

☐ Extended Service Hours:

Description: _____ / \$ _____ mo.

☐ Attached Addenda: _____

FOR AUTHORIZED INTERNAL USE ONLY

WorkSheet

Unit

www.xerox.com

ADDENDUM TO CREATE
A SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

10. The Minimum Lease Payment shall not include a Maintenance Component and, as such, Xerox shall not be obligated to maintain the Equipment as part of the Agreement. Instead, you agree that by the inclusion of this Addendum, you and Xerox have entered into a separate and distinct Maintenance Agreement (the "Maintenance Agreement") which shall be in effect for the same period as the Agreement, including any extensions thereof. You further agree that a breach of either the Agreement or the Maintenance Agreement, including, but not limited to, any failure on your part to make payments as they become due, shall constitute a breach of both.
11. The terms of the Maintenance Agreement shall be the same as those set out in the Agreement other than (a) as set forth above, and (b) the inclusion of the following:

BILLING. The Minimum Periodic Maintenance Payment includes a Periodic Base Charge, and may include a Periodic Minimum Number of Prints. Minimum Periodic Maintenance Payments (and, where applicable, Annual Charges) are billed in advance, with additional Print Charges billed in arrears

12. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Periodic Base Charge	\$	238.50
Print Charge Meter 1:		
Prints 1 -	\$	
Prints -	\$	
Prints -	\$	
Print Charge Meter 2:		
Prints 1 -	\$	
Prints -	\$	
Print Charge Meter 3:		
Prints 1 -	\$	
Prints -	\$	
Print Charge Meter 4:		
Prints 1 -	\$	
Prints -	\$	

Periodic Min.# of Prints
(based on Meter 1 Print Charges) _____

☒ Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	-
Periodic Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$
Periodic Min.# of Prints (based on Meter 1 Print Charges)	_____

Attachment "E"

XEROX

POOL PLAN AGREEMENT

Pool Invoice Summary Bill to Address

Full Legal Name

Customer's Name City of Long Beach

DBA/Name Overflow (if req'd)

Street Address 333 West Ocean Blvd

Box#/Routing Data Center

City, State Long Beach, CA

Zip Code 90802-4664

Pool ID # 460000634

Supplies Included ☒ Yes ☐ No

Fixed Pricing ☒ Yes ☐ No

☒ Modification to existing Pool

Modification eff date 06/01/2005

☐ Customer Purchase Order # (if required - attach copy)

P.O. # (one P.O. # per Pool)

Equipment Included

As of the date of this Agreement, there are 4 units of equipment which constitute the Pool as shown on the attached Pool Plan Pricing Exhibit. These units are currently physically installed or pending delivery to one or more of your locations.

Pool Price Information

Pool Monthly Charge	\$	21830.00
Pool Prints Included		1000000
Excess Rate per Print	\$.0062

Meter Reconciliation

☐ Monthly

☒ Quarterly

Pool Invoicing Options

☒ Standard Invoice

☐ Standard Plus (Template 3)

☐ Spreadsheet Format (Template 2)

1. This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that equipment indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment").
2. **POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.
3. **AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:
- A. **SUPPLIES INCLUDED.** All Pooled Equipment shall either have supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement.
- B. **FIXED PRICING.** All Pooled Equipment shall either have the pricing you pay for the rental or maintenance of that equipment fixed or not, as indicated in this Agreement. If the pricing is fixed, Xerox shall forego any rights it might have pursuant to the Underlying Agreements to increase the amount you pay to rent or maintain the Pooled Equipment throughout the initial term of each Underlying Agreement.
- C. **BILLING.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.
4. **COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.
5. **BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is billed in advance. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Impressions Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments are due within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier.
6. **ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.
7. **PRICING CHANGES.** Unless the Pool Pricing is fixed (as described in Section 2 above), Xerox may annually adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print, each such adjustment not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)
8. **TAXES.** You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. Taxes due on the Pool Monthly Charge will be the sum of the applicable state and local taxes due on the individual Unit Portion Charges based upon the location of each unit of Pooled Equipment. Taxes due on prints made beyond the Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.
9. **MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).
10. **ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.
11. **TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30 days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 10 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:
- i. all Maintenance and Rental Agreements may be charged at the standard, applicable Xerox rate then in effect for you;
 - ii. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e., those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases (which may be charged at the standard, applicable Xerox rate then in effect for you); and,
 - iii. all Lease Agreements under which your Use Charges were billed exclusively through the price you paid per print in the Underlying Agreements may be adjusted in order to render the Periodic Base Charges and all Print Charges for your leases consistent with the standard, applicable Xerox rate then in effect for you.
12. **MISCELLANEOUS.** This Agreement constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. In the event of a conflict between the terms of the Underlying Agreements and this Agreement, this Agreement shall control. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.

Item	Number of Students	Offsite or Onsite	Estimated Cost
Training			
Network 92C Training	3	Offsite or Onsite	Included
YIPP	3	Onsite	Included
Lytrod	3	Onsite	Included
Analyst			
includes Installation			
and Ongoing			
Standard Support			
(mirrors today's			
support)			Included
Support:			
YIPP			Included
Proform Designer			Included

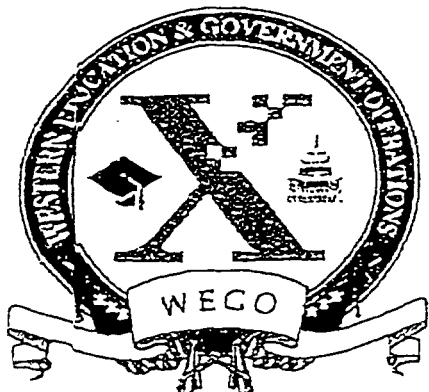
8:00AM to 5:00PM Local Standard Time
Solution Support Table:

Annual Maintenance

Year One - Five:

Solimar solution is covered for One Year under Warranty
Support thru month 60:

Spt - Solimar .	
PrintDirector 2000	
Platinum Edition Base	Included
Spt - TCP/IP Input	
Module	Included
Spt - Bus & Tag	
Channel Input	Included
Spt - XCHANGE:	
Postscript emulation	
Module (up to	
184ppm)	Included
Spt - TCP/IP Output	
Module	Included
Custom Print Server Extended Warranty	Included
Back-up System	Included



Details of 60 month Fair Market Value Lease

Proposed Solution monthly cost: $\$21,830.06 + \$700^{**} (3 \times 5 \text{ service}) = \$22,530.06 \text{ per month}$
(This price is fixed for five years (includes 1,000,000 black toner prints with toner/developer/fuser per month))

- ✧ $^{**}\$350.00$ per printer for 3 Shifts x 5 Days a week Service coverage: 1 & 4 of Transaction Documents
- ✧ Per the City's request, the training & Analyst fees are not included in the financed amount. The Training for Installation, Training and five years of support is: Included (per page 6 of Trans. Doc.)
- ✧ End of Lease Purchase Option – Buyout Option $\$18,600.00 \times 2 = \$37,200.00$
- ✧ 60 Month Term
- ✧ Trading two (2) DP92C LPS Printers/Controllers Buyouts: $\$88,668$ & $\$94,318$ (Pgs. 1 & 4 Trans Doc)
- ✧ Black toner only is included (all others colors are at the City of Long Beach's cost), developer & fuser
- ✧ Solimar-package
- ✧ VIPP Package
- ✧ Transfer of files from current system to new system (supported by Analyst).

- ✧ Maintenance: (3shifts x 5days wk. coverage, Monday – Friday 8:00am – 8:00am): for Printers 92C
- Volume plan: includes parts and labor (full service maintenance agreements) Pooled Fixed Plan

If needed the City of Long Beach will have a one time opportunity to change the below listed volume plans.

Unit #1 500,000 per month (includes black toner, developer and fuser) Overage: \$.0062 per print
Unit #2 500,000 per month (includes black toner, developer and fuser) Overage: \$.0062 per print

- ✧ VIPP – Five years of support are included (1 x 5 shift coverage)
- ✧ Proform Designer – Five years of support are included (1 x 5 shift coverage)
- ✧ Solimar – Five years of support are included (1 x 5 shift coverage)

Thank you for your business.

Mark Kennerly

Production Solutions Executive
Western Education &
Government Operations
Voice: 818-702-8318
Fax: 818-702-8233
Cell: 818-335-9056

CERTIFICATE

I, Jill K. Lehmann, Assistant Secretary of Xerox Corporation, a New York corporation (the "Company"), **DO HEREBY CERTIFY** that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on July 14, 1980, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: that the President, any Vice President, the Treasurer, the Controller, and any Manager or Director of any group, division or department of the Company, be, and each of them severally is, empowered to execute and deliver in the name and on behalf of the Company all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including non-collusion certificates required by a governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he serves in that capacity.

The undersigned further certifies that Daniel J. McLean, WEGO Controller, is authorized to act under the above resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Company hereto this 19th day of October, 2005.



Jill K. Lehmann
Assistant Secretary

(SEAL)