# 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 David McLer
	Officer's Title WEGO CONTROLLER
, 2005	BY (SEE ANTACHED CENTIFICATE)
	Officer's Title
	"Xerox"
	CITY OF LONG BEACH, a municipal corporation
Nov , 2005</th <th>By Manager</th>	By Manager
	"Customer"
This Transaction [	Document No. 2 is approved as to form on $\frac{/\hat{\varrho}/27}{2}$ .
	ROBERT E. SHANNON, City Attorney
	By Senior Deputy

L:\APPS\CtyLaw32\WPDOCS\D003\P004\00077729.WPD

DFG:8-3-05;10-5-05(TransDoc#2)02-03135

# Attachment "A"

XEROX.

LEASE AGRI	EEMENT						ALKO
Full Legal Name							
Customer Name (Bill o	o) City of Long Beach			Check all that apply			
DBA/Name Overilow	• •			Associ Coop. Nam	<b>c</b> :		
Street Address	333 W Ocean Blvd			■Negotiated Contract		DSA Contr	act #: -
Box#/Routing	A/P Dept 6th FI			UValue Added Service		•	<del></del>
City, State	Long Beach, CA			Attached Customer		es:	
Zip Code	90802-4664			Lease:			
Tax ID#	70302-1001			State or Local Gove	mment Customer		
Customer Name (Insta	II) City of Long Beach			Int. Rate: 7.5%%	Total Int. Pay		18.82
DBA/Name Overflow	• •			☑ Replacement/Mod			
Installed at Street Addr	• • •			Agreement covering			
Floor/Room/Routing	Lower Level			is hereby 🗷 modit	•	Effective Date	a: 06/01/2005
•	Long Beach, CA			Comments: unbundl			(0 : 1)
City, State	90802-4664			Lease Information	Lease Ter		60 months
Zip Code	•			Supplies included Retin. of Prior A			3rd Party E
County Installed In	Los Angeles			Amt Refin: \$38668	igrmi, eakerox (938) Int Rate: 7.59		Payable: \$ 17935.20
Customer Requested Insta				Anit Kenn. 338008	Int Kate, 7,57		3,4016. 3 17733.20
Lease Payment Info	rmation				2 (5:1)		0
(with serial number, if i	n place equipment)		Purchase Option	: Down Payment	Prev   Fin'l		use Payment Free. Juding excess meter charges
DP92C DP92 IPS/NPS			S 18600	S	1/15.3/1   1/1/61.1/1	Monthly	
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☐ Purchased Supplie	s 🔲 Cash 🗍 Fin'd			☐ Application Softs	vare		
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		İS			☐ Cash I	J Finance □	Support Only
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					S	\$	
To	ral Price =			Total Initial License Fees =	5		
☑ Trade-In Allowanc	e			K-16 Billing	Additional O	ptions (check al	ll that apply)
Manufacturer	Model/	Final	Allowance	Suspension	Run Length	Plan Fixe	d Price Plan
		Payment #:		(check I as required)	Per-Foot Pris		
Xerox	KT0002758			Months affected	Extended Ser		
				June only		3x5 Z30 /S	350 mo.
	<u> </u>			July only	Attached Add	lenda: 51860-1(	1);
	Total Allowance =		18600.00	August only			
Total Allowance Applied to	ETrade-In Equip. Balance	: 5	18600.00	June - July	Other Adden	da:	
	Price of Replemnt. Equip	o.: [5		July - August			

XEROX.

		AENT (ADDITIONA	וג PRODUCT:	5)				/(LI(O)
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Customer N	•	City of Long Beach			Check all that app	ly		
DBA/Name	· ·	Maria Castillo			Attached Custom	er P O. =s: Suppl	is:	
Date of Cust	tomer Signature	e on Attached Agreement	05/25/2003	i	Lease :			
Customer No	ame (install)	City of Long Beach			☑ State or Local Go	vernment Customer		
DBA/Name	Overtlaw (if re	q'd) Data Center			Int. Rate: 7.5%	Total Int. Pay	able: S 6	0728.81
installed at S	itreet Address	333 W Ocean Blvd			Replacement/Mo	dification of Prior	Ceros Agrees	ment
Floor/Room/		Lower Level				ng Xerox Equipment		
City, State		Long Beach, CA			is hereby 🗷 mo	diffed Dreplaced	Effective	Date: 06/01/2005
Zip Code		90302-4664				idled maintenance		
•		70002-004			Lease Information			
County Instal		*******			Lease Term:	60 months		
Customer Req	ucsied Install Da	ite 08/29/2003			Supplies includ	led in Base/Print Cha	rges	
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FOR AUTHORIZED HQ INTERNAL USU ONUV

Worksheet: Hait;

#### 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 P	rice Informat	ion

Periodic Base Ch	arge		S	4151.60
Print Charge Mete	er I:	-		
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Print Charge Meter	4:			
Prints 1	•		S	
Prints	-		S	

(based on Meter 1 Print Charges) 500000
Supplies included in Base/Print Charges

# Attachment "B"

LEASE AGREE	EMENT (Additiona	i, Propuc	TN)			<i>)</i>	KEKUX.
Full Legal Name Customer Name (Bill to) DBA/Name Overflow	City of Long Beach Maria Castillo			Check all that apply	y er P.O. #s: Supplies	· ::	
Date of Customer Signat	ure on Attached Agreement	05/25/20	05	Lease :			
Customer Name (Install)	City of Long Beach			State or Local Gov	remment Customer		
DBA/Name Overflow (it	freq'd) Data Center			Int. Rate: %	Total Int. Payab	le: S	
Installed at Street Addres	is 333 W Ocean Blvd			☑ Replacement/No	dification of Prior Xe	rox Agreement	
Floor/Room/Routing	Lower Level			Agreement coverir	ng Xerox Equipment S	erial# (or 95#): 💆	953391455
City, State	Long Beach, CA			is hereby 🗷 mod	itied 🗆 replaced	Effective Date: (	96/01/2005
Zip Code	90802-4664			Comments: unbund	dled maintenance		
County Installed In	Las Angeles			Lease Information			
Customer Requested Install	Date 08/29/2003			Lease Term :			
·	•			Refin. of Prior	ed in Base/Print Charg Agmit. : Xerox (95)	1):	
				Amt Relin: S	Int Rate: %	_ Total Int Paya	ible: S
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Trade-In Allowance	Il Price =	<u></u>	<del></del> .	Total Initial License Fees  K-16 Billing	Additional Op	tions (check all 1	that apply)
lanufacturer	Model		Allowance	Suspension	Run Length P	tan 🔲 Fixed	l Price Plan
	Serial # Principa	l Payment #:	<del></del>	(check I as required			
	<del> </del>			Months affected  June only	Extended Serv		_
				☐ June only ☐ July only	Description:	3x5 Z30 / S_	0 mo.
<del> </del>	Total Allowance =	<u>F</u>		· August only	Attached Add	end3:	
tal Allowance Applied to:				June - July	<del></del>		
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TOR AUTHORIZED HQ INTURNAL USE ONLY:

Worksheet

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#### 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 a	Agreement Price	Information

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

■Supplies included in Base/Print Charges

(based on Meter 1 Print Charges)

Periodic Ba	ise Charge	5
Print Charg	e Meter 1:	
Prints	1 •	S
Prints	-	\$
Prints	-	3
Print Charge	e Meter 2:	
Prints	1 -	S
Prints	-	S
Periodic, M	in.# of Prints	
(based on M	leter I Print Cha.	rges)

# Attachment "C"

Lever Azort	MENT (ADDITIONA	. Downers			XFROX.
Full Legal Name Customer Name (Bill to) OBA/Name Overflow Date of Customer Signat	City of Long Beach Maria Castillo ure on Attached Agreement	05/25/2005	Lease :		
Customer Name (Install)	City of Long Beach		State or Local Gove		
DBA/Name Overflow (if	req'd) Data Center		Int. Rate: 7.5%	Total Int. Payable: 5	6+203.22
Installed at Street Addres	s 333 W Ocean Blvd		■ Replacement/Modi	fication of Prior Xerox Agree	ment
Floor/Room/Routing	Lower Level			Xerox Equipment Serial# (or 9	
City, State	Long Beach, CA		is hereby - 🗷 moditi	ied 🗆 replaced Effective	Date: 06/01/2005
Zip Code	90802-4664		Comments: unbundle	ed maintenance	.,
County Installed In	Los Angeles		Lease Information		
Customer Requested Install	<u>-</u>		Lease Term		
Customer requested distan	Date 00/17/1093			in Base/Print Charges	_
				gmit. 图Xerox (954):9 <u>5595589</u> 3	
			Amt Refin: \$ 94318	Int Rate: 7.5 % Total In	nt Payable: \$19077.36
Lease Payment Inform					
Product	112(10)	Purchas	e Down		lin. Lease Payment Freq. adic, excluding excess meter charge d
(with serial number, it in p	lace equipment)	Ontion			onthly Quarterly
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(based on Meter 1 Print Cha	uges)	(based on Meter I Print C	narges)	, (based on Meier I Print Chari	ges)
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		S	-	5	5
		5	<del>-</del>	S	5
		<u>\$</u>	-	5	5
Tota	l Price =	S	Total Initial License Fees =	· 5	
☑ Trade-In Allowance	•		☐ K-16 Billing	Additional Options (che	ck all that apply)
Manufacturer	Model/	Final Allowance	Suspension	Run Length Plan	Fixed Price Plan
	Serial # Principa	l Payment #:	(check I as required)	Per-Foot Pricing	
Xerox	KT0002592	S 18600	Months affected	Extended Service Hours:	;
		5	June only -	Description: 3x5 Z30	/ S 350 mo.
		5	. Usually July only	Attached Addenda:	<del> </del>
	Total Allowance =	S 18600			
Total Allowance Applied to:	Trade-In Equip. Balance	e: <u> </u> S	June - July		
	Price of Replemnt. Equi		July - August		

FOR ALTHORIZED HQ INTERNAL USE ONLY:

436<sup>3</sup>, 437,310

#### A SEPARATE MAINTENANCE AGREEMENT

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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 B	ase Charge		S	4151.60
Print Char	ge Meter 1:			
Prints	1 -	500000	S	
Prints	500001 -		S	.0062
Prints	•		S	
Print Charg	ge Meter 2:			***************************************
Prints	1 -		\$	
Prints	•	-	\$	
Print Charg	e Meter 3:			
Prints	Ι.		S	
Prints	-		S	
Print Charg	e Meter 4;		4.3	
Prints	1 -		S	
Prints	•		S	

(based on Meter I Print Charges) 500000

Supplies included in Base/Print Charges

Periodic Ba	se Charge	Š
Print Charg	e Meter 1:	A 100 100 100 100 100 100 100 100 100 10
Prints	1 -	8
Prints	•	\$
Prints		5
Print Charge	Meter 2:	345 A 2 3 3 3 6 2
Prints	1 -	S
Prints	•	3
Periodic, M	n.# of Prints	
(based on M	eter 1 Print Chai	rges)

XEROX.

LEASE	AGREE	EMENT (Appitiona	L PRODUCTS)			ALIOA
Full (.egal )						
	(ame (Bill to)	City of Long Beach		Check all that apply		
DBA/Name		Maria Castillo		Attached Customer	P.O.#s: Supplies:	
Date of Cus	nomer Signat	are on Attached Agreement	05/25/2005	Lease :		
Customer N	ame (Install)	City of Long Beach		State or Local Gover	mment Customer	
OBA/Name	Overtlow (if	regid) Data Center		Int. Rate: 7.5%	Total Int. Payable: \$	64203.22
installed at !	Street Addres	s 333 W Ocean Blvd		☑ Replacement/Modi	fication of Prior Xerox Agr	eemen(
Floor/Room	/Routing	Lower Level		Agreement covering	Xerox Equipment Serial# (or	(95#): <u>953397198</u>
City, State		Long Beach, CA		is hereby 🗷 moditi	ed 🗌 replaced Effectiv	re Date: 06/01/2005
Zip Code		90802-466-4		Comments: unbundle	ed maintenance	
County Insta	illed in	Los Angeles		Lease Information		
Customer Rec	Jucaed Install	Date 08/29/2003		Lease Term :	60 months	
				::	in Base/Print Charges grmt, 뙤Xerox (95=):9550558	92 3rd Party Eq
				Amt Retin; \$ 94318		Int Payable: \$19077.80
				Alla Kella, <u>3 74313</u>	- Int 10310. 1.5 74 10141	int rayable. Strovites
Lease Payr Product	nent Inford	nation	Purchase	Down	Prev Fin'l (25	Min. Lease Payment Freq. modic, evoluting evers meter charge.
	umber, if in p	place equipment)	Option	4		Monthly Quarterly
Solimar Pack			S	s		Semi-Annual Dannual
			S			Other
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			2		<del></del>	
5		413/13/11/14 1 C 4 C C D 4 V/4	EVT ( I efection to a	.)		Min. Lease Payment Mode dvance   Arrears
		IINIMUM LEASE PAYM				dvance C Anelis
Price Inform	nation		Adjustment Perio		0 10 11 15	
Periodic Base	Charge	is ·	Period A - Mos. Affected: Periodic Base Charge	<u> </u>	Period B - Mos. Affected: Periodic Base Charge	<u> </u>
Print Charge &			Print Charge Meter 1:	20.10.10	Print Charge Meter 1:	2000 St 2000
Prints	1 •	5	Prints I -	5	Prints 1 -	5
Prints	····	3	Prints -	5	Prints -	\$
Prints	•	5	Prints -	\$	Prints -	3
Print Charge N	leter 2:	CONTRACTOR OF	Print Charge Meter 2:	CHARACTE	Print Charge Meter 2:	THE PERSON NAMED IN
Prints	ι -	S	Prints ! -	5	Prints 1 -	5
Prints	•	5	Prints -	5	Prints -	5
Periodic Min.#			Periodic Min.# of Prints		Periodic Min.# of Prints	
(based on Mete	er I Print Cha	·	(based on Meter 1 Print Ch	<u> </u>	(based on Meter 1 Print Cha	arges)
☐ Purchase		☐ Cash ☐ Fin d		☐ Application Softwa		
Reorder #	Qty Desi	cription	Price S	Software Title	Initial License Fee	Annual Renewal Fee
	-		<u> </u>		Cash   Finance	Support Only
<del></del>			<u> </u>	•	<u>\$</u>	5
			S	· <del></del>	S	3
	Tota	l Price =	5	Total Initial License Fees =	S	
☐ Trade-In	Allowance			K-16 Billing	Additional Options (cl	heck all that apply)
Manufacturer		Model/	Final Allowance	Suspension		Fixed Price Plan
		Serial # Principa	l Payment #:	(check I as required)	Per-Foot Pricing	
		<u> </u>	<u> </u>	Months affected  June only	Extended Service Hou	
			<u> </u>	July only	Description:  Attached Addenda:	/ Smo.
		Total Allowance =	5	August only	□ Attached Addenci1:	
Total Allowance	Applied to:	Trade-In Equip. Balance	<u></u> \$	June - July		
		Price of Replemnt, Equi	F	July - August		
			·			
į <i>t</i>	RACHIO	BZED BQ INTERNALES	CONEY			

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#### Attachment "D"

#### XFROX. LEASE AGREEMENT (ADDITIONAL PRODUCTS) Full Legal Name Customer Name (Bill to) City of Long Beach Check all that apply DBA/Name Overflow Maria Castillo ☐ Attached Customer P.O. #s: Supplies: Date of Customer Signature on Attached Agreement 05/25/2005 Lease: ('ustoiner Name (Install) City of Long Beach State or Local Government Customer DBA/Name Overflow (if req'd) Data Center Total Int. Payable: \$ Int. Rate: 1/3 Installed at Street Address 333 W Ocean Blvd Replacement/Modification of Prior Xerox Agreement Agreement covering Xerox Equipment Serial# (or 95#): 953397198 Floor/Room/Routing Lower Level is hereby Emodified replaced Effective Date: 06/01/2005 City, State Long Beach, CA Comments: unbundled maintenance Zip Code 90802-4664 Lease Information County Installed In Los Angeles Lease Term : 60 months Customer Requested Install Date 08/29/2003 ☐ Supplies included in Base/Print Charges Refin. of Prior Agrmt: Xerox (954): 3rd Party Eq Amt Refin: \$ Int Rate: % Total Int Payable: S Lease Payment Information Min. Lease Payment Freq. Product Purchase Down Prev Fin 1 (periodic, escluding excess meter charges) (with serial number, if in place equipment) Option Payment Install Interm Monthly. Ouarterly П П DPCNTRLSB DP92C CONTROLLER ☐ Semi-Annual ☐ Annual DH8Y DINPS92 DVU9 Other П Min. Lease Payment Mode : MINIMUM LEASE PAYMENT (excl. of applic. taxes) ☐ Arrears Price Information Adjustment Period Period B - Mos. Affected: Period A - Mos. Affected: Periodic Base Charge Periodic Base Charge Periodic Base Charge Print Charge Meter 1: Print Charge Meter 1: Print Charge Meter 1: Prints Prints Prints Prints Prints Prints Prints Prints Print Charge Meter 2: Print Charge Meter 2: Print Charge Meter 2: Prints Prints Prints Prints Prints Prints Periodic Min.≠ of Prints Periodic Min.# of Prints Periodic Min.# of Prints (based on Meter 1 Print Charges) (based on Meter 1 Print Charges) (based on Meter 1 Print Charges) Application Software Purchased Supplies ☐ Cash ☐ Fin d Annual Renewal Fee Price Initial License Fee Reorder # | Qty | Description Software Title ☐ Cash ☐ Finance Support Only b Total Price = S Total Initial License Fees = Additional Options (check all that apply) ☐ Trade-In Allowance K-16 Billing Allowance Manufacturer Model/ Final Suspension Run Length Plan Fixed Price Plan Serial # Principal Payment #: Per-Foot Pricing (check I as required) Months affected Extended Service Hours: ☐ June only Description: 3x5 Z30 / S 0 mo. July only Attached Addenda: Total Allowance = August only Total Allowance Applied to: June - July Trade-In Equip. Balance: July - August

YOR ACTHORIZED HO INTERNAL USE ONLY

Price of Replemnt. Equip .:

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Unit

#### 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
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\$
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☑Supplies included in Base/Print Charges

(based on Meter I Print Charges)

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<b>公司的</b>
8
<u>S</u>
Charges)

### Attachment "E"

### POOL PLAN AGREEMENT

XEROX.

Pool Invoice Sum	mary Bill to Address				
Full Legal Name					
Customer's Name	City of Long Beach	Pool	1D# 4600006	<u>4-</u>	
DBA/Name Overflow (	if req'd)		Supplies Included	⊠Y±;	□ No
Street Address	333 West Ocean Blvd		Fixed Pricing		□ No
Box#/Routing	Data Center	⊠∧	Modification to existing Pool		
City, State Long Beach, CA Modification efficiate 06/01/2005				05	
Zip Code	90802-4664		lustomer Purchase Or	der # (if requ	ired - attach copy)
			P.O.#		(one P.O. # per Pool)
Equipment Includ	ed		Meter Reco	nciliation	
		its of equipment which constitute the			
	sched Pool Plan Pricing Exhib very to one or more of your loo	it. These units are currently physica cations.	<sup>lly</sup> ⊠Quanerly		
			Pool Invoici	ng Option	ıs
Pool Price Informa	tion		☑ Standard Inv	414.	
Pool Monthly Charge		S 21830.00			• •
Pool Prints Included		1000000	☐ Standard Plu		
Excess Rate per Print		ls .0062	☐ Spreadshee:	Fonnat (Tem	plate 2)

- 1. This Pool Plan Agreement (including the Exhibits hereto) (collectivley, "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 announts 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. FAXES. 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 und/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:
- 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.

Number

ΩÍ

tem Students Offsite or Onsite Estimated Cost

Training

Vetwork 92C Training" 3Offsite or OnsiteIncludedMPP3OnsiteIncludedLytrod3OnsiteIncluded

Analyst

ncludes Installation and Ongoing Standard Support mirrors today's

:nbbou) lucinqed

Support:

YIPP Included Proform Designer Included

8:00AM to 5:00PM Local Standard Time

Solution Support Table: Annual Maint

Year One - Five:

Solimar solution is covered for One Year under Warranty

Support thru month 60:

Spt - Solimar .
PrinuDirector 2000

Platium Edition Base Included

Spt - TCP/IP Input

Module included

Spr - Bus & Tag

Channel input

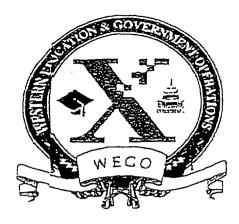
Spt - XCHANGE: Postscript emulation Module (up to

184ppm) Included

Spt - TCP/IP Output

Module Included

Custom Print Server Extended Warranty Inducted Back-up System Induced



### Details of 60 month Fair Market Value Lease

Proposed Solution monthly cost: \$21.830.06 + \$700\*\* (3x5 service) = \$22,530.06 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 Docume
- Per the City's request, the training & Analyst fees are not included in the financed amount. The T for Installation, Training and five years of support is: Included (per page 6 of Trans. Doc.)
- Fird of Lease Purchase Option Buyout Option \$18,600.00 x 2 = \$37,200.00
- 4 60 Month Term
- Trading two (2) DP92C LPS Printers/Controllers Buyouts: \$88,668 & \$94,318 (Pgs. 1 & 4 Trans D
- Black toner only is included (all others colors are at the City of Long Beach's cost), developer & fu
- Sclimar-package
- VIPP Package
- 7 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 920

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

- A VIPP Five years of support are included (1 x 5 shift coverage)
- A Proform Designer Five years of support are included (1 x 5 shift coverage)
- A 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: 418-702-8318

Fax: 816-702-8233 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 guorum 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.

Assistant Secretary

(SEAL)