

Approved for the use by New Mexico State Agencies and Local Public Agencies

Exhibit A to Master Lease Agreement

Master Lease Agreement Number: #90-000-00-00086

Schedule Number: 1715

State and Local Government Master Lease Purchase Agreement

SCHEDULE

Xerox Corporation("Lessor") and Santa Fe County ("Lessee") are parties to the State and Local Public Bodies Agreement identified by the Master Lease Agreement. This Schedule ( which shall be identified by the Schedule Number specified above) and the Master Lease Agreement comprise a separate Lease between the parties. The terms and conditions of the Lease Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning ascribed to them in the Master Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that any Lease entered into under the provision of this Schedule is a "True Lease" with an option to purchase equipment at fair market value and is not an installment or financing lease agreement.

1. Lease.

- a. Description of Items of Leased Equipment: W7220P (W7220P 2 Tray)  
Total Cost: \$132.48 per month (excluding applicable tax) Meter 1 all prints = \$0.0085 each; Meter 2 all prints = \$0.0700 each.
- b. Term: 48 Months commencing from the date the equipment is installed (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter (depending on whether Rent is payable monthly or quarterly as specified in Attachment A in which Acceptance Date occurs).
- c. Rent:

2. Pricing Expiration Date: 48 months from the date the equipment is installed Lessor's obligation to purchase and lease the equipment is subject to the Acceptance Date being on or before Pricing Expiration Date.
3. Equipment Location: Eldorado FS 144 Avenida Vista Grande Santa Fe, NM 87508
4. Seller: Xerox Corporation
5. Additional Provisions: Lease term commences on the date the equipment is installed.
6. Fiscal Period: (Annual): 2015-2016.

Lessor agrees to Lease and Lessee agrees to Lease from Lessor the Equipment describes in Section 1.A above. Such Lease will be covered by the Master Lease Agreement and this Schedule including important additional terms and conditions set forth above, if any. In the event of any conflict between the terms and conditions of this schedule and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.

Lessee: Santa Fe County

Lessor: Xerox Corporation

Company Name

By: Katherine Miller

By: Richard Martinez

Name and Title

Richard Martinez, Major Account Manager

Date: 7.24.15

Date: 7/1/15

SFCA # 2016-0047-FD/JEG  
EXP-07-09-2019

Revision 01/21/03

Approved as to form  
Santa Fe County Attorney

By: Carol H. Baranillo  
Date: 7/1/15

# Lease Agreement



BillTo: SFCFD - ADMIN  
35 CAMINO JUSTICIA  
SANTA FE, NM 87508-8501

Install: SF COUNTY FIRE  
ELDORADO  
GRANDE  
144 AVENIDA VISTA  
SANTA FE, NM 87508-9136

State or Local Government Negotiated Contract : 072471800

## Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7220P (W7220P 2TRAY)	<ul style="list-style-type: none"> <li>- Integrated Ofc Fin</li> <li>- 1 Line Fax</li> <li>- Postscript Kit</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV	- Xerox W7120P S/N XMK103204 Trade-In as of Payment 50	7/9/2015

## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7220P	\$132.48	1: BLACK 2: COLOR	All Prints All Prints	\$0.0085 \$0.0700	- Consumable Supplies included for all prints - Pricing Fixed for Term
Total	\$132.48	Minimum Payments (Excluding Applicable Taxes)			

*Katherine Miller*  
Katherine Miller  
County Mgr 7-24-15

## 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.

**GOVERNMENT TERMS:**

**2. 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 the 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; (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; and (6) 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 Equipment, and it is your intent to use the Equipment for the entire Term and to make all payments required under this Agreement. If, 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, 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 for such upcoming fiscal year, 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).

**3. 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 lease of the Products, and it is

your intent to use the Products for the entire lease 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 and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. 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).

**PRICING PLAN/OFFERING SELECTED:**

**4. 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:**

**5. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor  
0000008584  
Xerox  
PO Box 7405  
Pasadena, CA 91109  
  
Telephone No. (888) 339-7887

Price Agreement Number: 90-000-00-00086

Price Agreement Amendment No.: Nine

Term: August 10, 2009 – September 30, 2015

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

Invoice:

As Requested

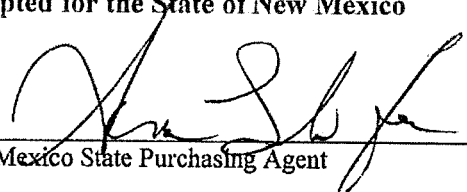
Title: Copiers

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2015 to September 30, 2015 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

  
New Mexico State Purchasing Agent

Date: 06/30/2015

**Med 60**

WC3615DN (WorkCentre 3615FDN) \$40.27 per month (excluding applicable tax) Carrier Deliv/install; Analyst Services; Stand with Storage; Addtl 550 Sheet Tray  
Meter 1 all prints = \$0.0200 each  
Trade in of Xerox WC3550 S/N VMA663514 as of payment 49  
Ship: to address: 14 Fire Place, Santa Fe, NM 87508

**La Tierra**

WC3615DN (WorkCentre 3615FDN) \$40.27 per month (excluding applicable tax) Carrier Deliv/install; Analyst Services; Stand with Storage; Addtl 550 Sheet Tray  
Meter 1 all prints = \$0.0200 each  
Trade in of Xerox WC3550 S/N VMA670665 as of payment 48  
Ship: to address: 6 Arroyo Calabasas Santa Fe, NM 87508

**Med 70**

WC3615DN (WorkCentre 3615FDN) \$40.27 per month (excluding applicable tax) Carrier Deliv/install; Analyst Services; Stand with Storage; Addtl 550 Sheet Tray  
Meter 1 all prints = \$0.0200 each  
Trade in of Xerox WC3550 S/N VMA663594 as of payment 49  
Ship: to address: 1 Municipal Way Edgewood, NM 87015

**Med 80**

WC3615DN (WorkCentre 3615FDN) \$28.19 per month (excluding applicable tax) Carrier Deliv/install; Analyst Services  
Meter 1 all prints = \$0.0200 each  
Trade in of Xerox WC3550 S/N VMA663114 as of payment 49  
Ship: to address: 645 Old Las Vegas Hwy, Santa Fe, NM 87505

**La Puebla**

W7220P (W7220P 2Tray) \$132.48 per month (excluding applicable tax) Integrated ofc fin; 1 line fax; Postscript kit; Customer ed; Analyst services.  
Meter 1 all prints = \$0.0085 each; Meter 2 \$0.0700 each.  
Trade in of Xerox W7120P S/N XMK103288 as of payment 50  
Ship: to address: 31 Firehouse Rd Espanola, NM 87532

**El Dorado**

W7220P (W7220P 2Tray) \$132.48 per month (excluding applicable tax) Integrated ofc fin; 1 line fax; Postscript kit; Customer ed; Analyst services.  
Meter 1 all prints = \$0.0085 each; Meter 2 \$0.0700 each.  
Trade in of Xerox W7120P S/N XMK103204 as of payment 50  
Ship: to address: 144 Avenida Vista Grande Santa Fe, NM 87508

**Training**

W7220P (W7220P 2Tray) \$132.48 per month (excluding applicable tax) Integrated ofc fin; 1 line fax; Postscript kit; Customer ed; Analyst services.  
Meter 1 all prints = \$0.0085 each; Meter 2 \$0.0700 each.  
Trade in of Xerox W7120P S/N XMK103847 as of payment 49  
Ship: to address: 58 Santa Fe County Rd Santa Fe, NM 87508

**Edgewood**

W7220P (W7220P 2Tray) \$132.48 per month (excluding applicable tax) Integrated ofc fin; 1 line fax; Postscript kit; Customer ed; Analyst services.  
Meter 1 all prints = \$0.0085 each; Meter 2 \$0.0700 each.  
Trade in of Xerox W7120P S/N XMK103168 as of payment 50  
Ship: to address: 1 Municipal Way Edgewood, NM 87015