

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:

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: WC7775P (WorkCentre 7775 MFD)
Embedded fax-1 line; Adv finisher 2/3-hole; Conv. Stapler; network scanning kit
Total Cost: \$367.69 per month (excluding applicable tax) 1: BW all prints = \$0.0090;
2 Color all prints \$0.0707.

b. Term: 48 Months [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: 9/30/16 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: Public Works 424 NM 599 Santa Fe, NM 87504
4. Seller: Xerox Corporation
5. Additional Provisions:
6. Fiscal Period: (Annual): 2012-2013

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

By: Katherine Miller
Katherine Miller, County Manager
Name and Title

Date: 9-28-12Lessor: Xerox Corporation

By: Richard Martinez
Company Name
Richard Martinez, Major Account Manager

Date: 9-15-12

Revision 01/21/03

Approved as to form
Santa Fe County Attorney

By: [Signature]
Date: 9/28/12

Lease Agreement



Customer: SANTA FE, COUNTY OF

Bill To: COUNTY OF SANTA FE
PUBLIC WORKS DEPT
PO BOX 276
SANTA FE, NM 87504-0276

Install: COUNTY OF SANTA FE
PUBLIC WORKS DEPT
424 NM HWY 599
SANTA FE, NM 87504

State or Local Government Negotiated Contract : 072471800

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. WC7775P (WORKCENTRE 7775 MFD)	- Embedded Fax-1 Line - Adv Finisher-2/3hole - Convenience Stapler - Network Scanning Kit - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	7/27/2012

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC7775P	\$367.69	1: BW 2: COLOR	All Prints All Prints	\$0.0090 \$0.0707	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$367.69	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Richard Martinez (505)231-8597 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: Socorro Salazar	Phone: (505)992-3021		
Signature: _____	Date: _____		

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 from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.