



MRC Smart Technology Solutions
5657 Copley Dr, San Diego, CA 92111
858-573-6300

SERVICE AGREEMENT

CUSTOMER INFO	SHIP TO	NAME	City of Irvine	
		ADDRESS	1 Civic Center Plaza	
		CITY	Irvine	
		STATE	CA	ZIP 92606
		PHONE	949-724-6000	
		BILL TO	NAME	City of Irvine
ADDRESS	1 Civic Center Plaza			
CITY	Irvine			
STATE	CA	ZIP 92606		
PHONE	949-724-6000			

SERVICED DEVICES	Make / Model	Serial Number	Starting Meter BW/CLR	Location / Notes
	See Exhibit A			Various Locations within the City
See Schedule A for more devices.				

AGREEMENT DETAILS	Device Group	Volume	Payment	Overage Rate	Included items
	Standard BW Printer	78,000	\$1,092.00	0.014	X All inclusive (no staples)
	Standard CLR Printer	48,000	\$5,760.00	0.12	
Notes / Special Instructions					
Base Billing	Monthly		Term	Start	3/31/2022
Overage Billing	Quarterly	Total	\$6,852.00	End	3/31/2023

METER COLLECTION	MRC 360 APP		
	X Accept installation	Name	Yvette Barajas
	Decline	Email	ybarajas@cityofirvine.org
	Phone	949-724-7299	

CUSTOMER AGREES TO PURCHASE AND COMPANY AGREES TO PROVIDE MAINTENANCE SERVICE, PARTS, AND SUPPLIES. UNLESS OTHERWISE STATED HEREIN, FOR THE EQUIPMENT LISTED ON THE ATTACHED **SCHEDULE A** ("EQUIPMENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ATTACHED HERETO (TOGETHER, THIS "AGREEMENT"). PAPER, LABELS, TRANSPARENCIES, OR STAPLES ARE NOT INCLUDED. THE AGREEMENT TERM STARTS ON THE LATER OF THE DATE ON WHICH NEW EQUIPMENT IS INSTALLED BY COMPANY OR THE CUSTOMER SIGNATURE DATE BELOW. BY SIGNING, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE AGREEMENT IS NOT BINDING ON COMPANY UNTIL SIGNED BY ITS CFO.

AUTHORIZATION	Company	City of Irvine	MRC Smart Technology Solutions
	Authorized Signature		MRC Authorized Signature
	Print name		Print name
	Title		Title
	Date		Date



SERVICE AGREEMENT TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement Services. Normal business hours are Monday through Friday, 8am to 5pm. Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers (unless otherwise indicated on the front of this Agreement), and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Replacement parts may be new, reprocessed, or remanufactured. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if We otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as We request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be sent via UPS Ground with no shipping charges or costs to You. Special processing fees may be included for any method other than UPS Ground. Service provided outside Company's normal business hours or for computer/network issues will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. In the event the fees herein are included in Your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless either party notifies the other of its intention to not renew this Agreement at least thirty (30) days prior to its expiration, this Agreement shall automatically renew for additional thirty (30) day periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles You to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5x11 or 11x17 copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 1.5% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege, and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines, and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY.** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

6. **DEFAULT; REMEDIES.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by You to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, to be paid in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six month billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, the winning party shall be entitled to collection of its reasonable costs and attorney's fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT.** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign, or transfer this Agreement.

8. **NOTICES.** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from either party to the other shall be effective once it has been sent and received via registered U.S. Mail, duly addressed.

9. **INDEMNIFICATION.** To the extent permitted by law, each party is responsible for and agrees to indemnify and hold the other party harmless from, any and all (a) losses, damages, penalties, claims, suits, and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to the indemnifying party's execution of its responsibilities under this Agreement, and (b) all costs and attorney's fees incurred by the indemnified party relating to such claim.

10. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and neither Party will have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

Customer Initials _____ Company Initials _____

11. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that We are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

12. INSURANCE REQUIREMENTS Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the following.

The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and the Orange County Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and the Orange County Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

D. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:
City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

Be limited to "Ongoing Operations"

Exclude "Contractual Liability"

Restrict coverage to the "Sole" liability of Contractor

Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing

Customer Initials _____ Company Initials _____



Scope of Services and SLA's



1. Management Team: MRC Technologies will assign a Print Management Team consisting of a Team Leader, Primary Hardware Technician, and a Primary Billing/Administrative Representative.

2. Implementation: Upon approval of this Agreement by both parties, MRC will complete an inspection of all customer owned Printers to be serviced under this Agreement. Following inspection, a MRC identification tag will be attached to the Printer. If the Printer fails to print a Configuration Page due to service problems, the Printer will need be brought to manufacturer's specification prior to being placed on the contract.

3. Managed Print Services: Managed Print Services are inclusive of but not limited to the following:

a) Technology Asset Support Services

Total Quality Call - Your primary MRC technician, under the guidelines of the Standard Terms and Conditions, will act proactively as they follow a standard procedure for addressing hardware failures involving resolution of the immediate failure followed by a completion of a multi-point check list replacing high mortality parts as needed.

Preventative Maintenance - MRC will perform all necessary preventative maintenance including all required maintenance kits on the Printer as set by the manufacturer's guidelines as well as preventative maintenance deemed necessary by the MRC Service Department.

Supplies - Supplies excluding paper will be included. All printer supplies will be OEM compatible unless noted in this Agreement. Supplies will be shipped per customer request but limited to a quantity required based on prints generated under this Agreement. MICR toner and inkjet supplies are excluded unless noted in this Agreement.

Hardware Installation - A MRC representative will assist, at your request, in the installation of any Printer covered under this Agreement.

Response Time - MRC will respond to service calls placed to the Customer Support Center (electronic or voice mail) within an average of six (6) hours of call placement. Response times for calls received outside of normal business hours will be measured from the start of business the following day.

Uptime Guarantee - We designed our maintenance procedures to average up to a 97% uptime, but in the event the mainframe provided is not operational (excluding preventive maintenance and operator preventable calls) during any 60 day period.

Replacement Guarantee - Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with an HP unit of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with a manufacturer date greater than 7 years at point of failure.

Remote Support and Meter Readings - MRC will remotely monitor and support the Printer for more timely and accurate resolution of problems. Customer Agrees to install MRC Meter Software that will automatically gather and send to MRC Billing Department Meter Readings on a Pre-Scheduled Basis. Customer agrees to pay a fee of \$75 per office location per billing period (\$150 for locations with 20 or more devices) if meter readings are not provided via our website or supplied meter software once per quarter.

Dedicated Support - If applicable, a Hardware Support Technician will be at the Customer site without request once every quarter for general customer support including routine and preventative maintenance and meter readings.

Service Loaners - If we cannot repair your Printer in your office we will provide a free loaner (including service/supplies) until your Printer is repaired.

b) Contract Management

Quarterly SLA Review Meeting - MRC will meet with you at least once per quarter, but not more than once per month to review the Agreement, MRC's performance, and Printer Service Levels.

Asset Management - The MRC Support Center will maintain an accurate inventory of all Printer and associated print volumes. MRC will proactively offer solutions that would improve the conditions of the Agreement including, but not limited to, reallocation of resources for improved performance, cost reduction initiatives, and recommendations for any new technology.

Web-Based Reporting - The customer shall have access to all information regarding the Printer including volumes, service requirements, and Printer performance. Access to these reports is offered automatically, but not exclusively, through the www.mrc360.com website and Software.

Customer Initials _____

Company Initials _____



In WITNESS WHEREOF, the parties have executed and entered into the agreement as of the date first set forth above.

CITY OF IRVINE

By: DocuSigned by:
Jimnee Medina
Jimnee Medina

Its: Director of Human Resources & Innovation
APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: DocuSigned by:
Jeffrey T. Melching, City Attorney
Jeffrey Melching
Its: City Attorney

Attest:

By: DocuSigned by:
Carl Petersen
Carl Petersen, City Clerk

MRC/SoCal Office Technologies

By: DocuSigned by:
Doug Macphee
Doug Macphee

Its: Vice President, Sales

By: DocuSigned by:
James Moneyhun
James Moneyhun
Its: CFO

Contract Information

Address for Notices and Payments:

5700 Warland Dr.
Cypress, CA 90630

Attn: Marcia Quo Schmidt
Telephone: 800- 342-7300
Email: Marcia.Quo-Schimdt@xerox.com