

**COUNTY OF TULARE  
SERVICES AGREEMENT  
WIZIX TECHNOLOGY GROUP, INC.**

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **WIZIX TECHNOLOGY GROUP, INC., a California Corporation, referred to as** ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. The COUNTY is replacing current Micropress system with updated software, four Lanier Pro 8220s Copier, Printer, Scanner ("print engines") and one Lanier Pro C5200s Color Production Copier, Printer, Scanner print engine and is in need of a qualified vendor to service and maintain said equipment,
- B. Any and all references to "equipment" are in regards to the equipment specified in SERVICES,
- C. Contractor represents they are a qualified vendor to service and maintain said equipment, and
- D. This agreement is intended to be the only agreement between COUNTY AND CONTRACTOR for maintenance and service of the copiers, printers, and scanners described herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of \_\_\_\_\_ and expires after five (5) years at 11:59 PM on \_\_\_\_\_ unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** During the term of the lease of equipment: CONTRACTOR will provide on-site all equipment service needs; all parts replacement, as well as any and all maintenance to the Micropress, the supporting software, four (4) Lanier Pro 8220s print engines and one (1) Lanier Pro C5200s Color Production print engine, and provide all consumables, with the exception of paper, for such equipment for the County.
- 3. PAYMENT FOR SERVICES:** The service program rate for the four (4) Lanier Pro 8220s is \$0.0059 per copy, and the one (1) Lanier Pro C5200s is \$0.0059 per black & white copy and \$0.06 per color copy, and includes all parts, labor, toner, and consumables, with the exception of paper, which COUNTY will provide. The Service Program is based on actual usage and is billed monthly in arrears.
- 4. PAYMENT SCHEDULE:** Monthly contracts are due upon receipt. Service will be temporarily suspended if account becomes past due. Terms are NET 30 DAYS, unless specified otherwise. If new or renewal agreement is not paid within the terms of the agreement, agreement becomes void and COUNTY will be subject to a chargeable, pre-maintenance inspection before same equipment can be placed under any future agreement. Any service performed during the "terms" grace period will be reversed to a chargeable status. No further charges to account will be permitted until this fee has been paid.
- 5. RENEWAL:** The contract will automatically renew each year upon the anniversary date. The cost per copy will be at our current rate at that time. This contract may be cancelled upon 30 days' advance written

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notice. Alterations, attachments, or specification changes may require revised maintenance rates. **THIS AGREEMENT IS NOT TRANSFERABLE AND CANCELLATION RESULTS UPON SALE OF EQUIPMENT.**

**6. LOANER:** Upon availability, a loaner will be furnished at no extra charge while COUNTY'S machine is in the shop for repair.

**7. PARTS REPLACEMENT:** Worn or damaged parts will be replaced at no additional charge providing that the wear or damage is not caused by misuse or negligence on the part of COUNTY, its employees, agents, or third parties.

**8. ENGINEERING CHANGES:** Where applicable engineering changes which, in manufactures' opinion, will improve the performance of the equipment shall be installed at no additional charge.

**9. RECONDITIONING:** When, in CONTRACTOR'S opinion, a shop reconditioning is necessary because normal repair replacement cannot maintain the equipment in satisfactory operating conditions, CONTRACTOR will submit a cost estimate of needed repairs which will be in addition to maintenance charges. IF COUNTY does not authorize such work, CONTRACTOR may immediately terminate this agreement with respect to such equipment. When, in CONTRACTOR'S opinion, the equipment is no longer repairable due to age, wear, or discontinuance of parts, CONTRACTOR may cancel this agreement immediately and refund any unused portion of the agreement.

**10. LIMITATIONS:** Maintenance service shall not include electrical work external to the equipment maintenance of accessories, attachments, equipment, or devices. This agreement does not cover software support installed on COUNTY'S computers. A separate agreement offering IT and software troubleshooting is available upon request. Does not include repairs made necessary by use of supplies not approved by Stanton's Maintenance service shall only be performed at the address location specified on the face of this agreement.

**11. ACCEPTANCE:** Acceptance of this agreement by CONTRACTOR is contingent upon (a) satisfactory credit report on COUNTY, and (b) review and approval as indicated on front of agreement.

**12. WARRANTY:** All parts furnished hereunder will be free of defects in material and workmanship at the time of installation. There are no other warranties, expressed or implied, which extend beyond the face of this agreement.

**13. CONSUMABLE YIELD:** Consumable yield is based on manufacturer published yields of 6% coverage. Coverage may vary depending on your original and additional supplies may need to be purchased in addition to this agreement.

**14. EQUIPMENT RELOCATION:** Does not include repairs made necessary due to relocation of equipment by parties other than CONTRACTOR. Should party other than CONTRACTOR relocate equipment, COUNTY agrees to pay inspection fee before any further service is provided. Cost of relocation by CONTRACTOR is not included in this Agreement.

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**15. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit A**.

**16. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**17. TERMINATION OF TULARE COUNTY AGREEMENT NUMBER 27273:** Upon execution of this agreement by County and Contractor, Tulare County agreement number 27273 shall be terminated effective as of the start date of this agreement. All County's rights, privileges and indemnities contained in the terminated agreement shall survive termination.

**18. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

GENERAL SERVICES AGENCY  
2637 W. Burrell Ave. Suite 200  
Visalia, CA 93291  
Phone No.: 559-624-7227  
Fax No.: 559-624-1022

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrell Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559-733-6318

**CONTRACTOR:**

WIZIX TECHNOLOGY GROUP, INC.  
Mike Mosby  
4312 N. Selland Ave.  
Fresno, CA 93722  
Phone No: (559) 224-2211  
Fax No.: (559) 224-1555

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**19. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**20. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**WIZIX TECHNOLOGY GROUP, INC.**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

Date: \_\_\_\_\_

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

Date: \_\_\_\_\_

By \_\_\_\_\_  
Deputy  
Matter # 20181256