

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated December 2, 2024 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Canon Solutions America, Inc., a New York Corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to acquire multi-function imaging equipment ("Equipment"), application software license subscription ("Software"), Equipment maintenance including supplies under a supply inclusive maintenance plan ("Maintenance"), and subscription support services for on-site in person training ("Subscription Support Services") (the Maintenance and Subscription Support Services collectively are "Services") from Consultant as listed on Consultant's form of order with transaction number 21123979 (the "Order Schedule," Exhibit A) via a lease ("Lease") through Canon Financial Services, Inc. ("CFS" or "Lessor").

B. City acknowledges that invoices for such Lease will be invoiced by and paid to CFS.

C. The Equipment, Software, and Services sought by City and offered by Consultant are available for lease through a cooperative purchasing agreement, University of California (UC) Contract # 2020002755 (the "Cooperative Agreement"), available at [https://www.omniapartners.com/suppliers-files/A-D/Canon Solutions America/Contract Documents/2020002755/2020002755_Canon MAD 12 16 2020.pdf](https://www.omniapartners.com/suppliers-files/A-D/Canon%20Solutions%20America/Contract%20Documents/2020002755/2020002755_Canon_MAD_12_16_2020.pdf), the terms of which apply to UC Contract # 2020002755 are incorporated herein by reference.

D. Consultant represents that it is fully qualified to provide the Equipment and perform the Services by virtue of its experience and the training, education and expertise of its principals and employees.

E. City desires to retain Consultant and Consultant desires to serve City to provide the Equipment and perform the Services in accordance with, and subject to, the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall provide the Equipment and Software and perform the Services. City may request, in writing, changes in the Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Mark Leestma, Major Account Executive (the "Consultant Representative") or such other person designated in writing by the Consultant. The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without Consultant's written notice.

C. RESERVED.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by applicable law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be for a period of sixty (60) months from the Effective Date, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Equipment, Software, Subscription Support Services, and Services satisfactorily rendered, City shall pay Lessor the amounts invoiced by Lessor, and Consultant for Maintenance invoiced by Consultant, at the rates set forth in the Order Schedule attached hereto as **Exhibit A**. In no event shall Consultant and Lessor collectively be paid more than \$800,000 (the "Maximum Compensation") for such Services without the Parties' prior written agreement thereto.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all covered expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Unanticipated Expenses. Subject to paragraph 3.B hereof, City will not pay for any services not specified in Exhibit A, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such

services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Lessor and Consultant shall submit to City invoices, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant or Lessor. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall, upon the written request of City, make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with the fees charged under this Agreement available upon commercially reasonable notice during Consultant's regular working hours, at the location where such records are kept, to City for review and audit by City.

5. Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") specifically developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at

depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena, if legally permitted to provide such notice.

B. Consultant shall promptly notify City, if Consultant is legally permitted to do so, should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City by way of providing City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials

(collectively "Indemnitees"), from and against any and all third party damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the willful misconduct or negligent acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement. City shall provide Consultant prompt written notice of the Liabilities. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

3) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

4) City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

5) Consultant shall obtain executed indemnity agreements with provisions substantially similar to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the willful misconduct or negligent acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement,.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

The limits for Commercial General Liability and Automobile Liability may be met using a combination of primary and Umbrella / Excess.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer authorized to write insurance in the State of California with a rating of A-:VI' or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall include City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds; such requirement may be met with production of blanket endorsements. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section (except Professional Liability) shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City; such requirement may be met with production of blanket endorsements.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to City.

G. Cancellations or Modifications to Coverage. Should any of the above described policies of insurance be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City shall have the right to terminate this Agreement upon written notice and provided Consultant does not cure such noncompliance within 10 business days of written notice from City.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and applicable endorsements. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies that meet the requirements set forth in this agreement. . Consultant shall endeavor to furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the fees charged under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant, upon the written request of City, shall provide upon commercially reasonable notice free access to City, its designees and representatives at reasonable times at the location where such records are kept, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to fees charged under this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least 30 calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective. For the avoidance of doubt, notwithstanding any such termination of this Agreement, City's obligations with respect to the stream of payments owed on any Lease with CFS shall continue in effect for the remainder of the term thereof.

B. Obligations upon Termination. Consultant shall cease the performance of Services under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, with respect to Services(as opposed to Leases, per paragraph 12.A), City shall pay Consultant based on the percentage of Services satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City in relation to the Services by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, pandemics or epidemics, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to materially comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default, pending cure thereof.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in material default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the material default. Consultant shall have 15 calendar days after service upon it of the notice in which to cure the material default by rendering a satisfactory performance. In the event that Consultant fails to cure its material default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: Mario Hernandez ____

City of Manhattan Beach

1400 Highland Avenue

Manhattan Beach, California 90266

Telephone: 310.802.5567

Email: purchasing@manhattanbeach.gov

If to Consultant:

Customer Service

Canon Solutions America, Inc.

300 Commerce Square Blvd

Burlington, NJ 08016

800.220.4002

Email: customercare@csa.canon.com

With a copy of any notice of default, breach, request for indemnity, or any other legal demand or claim to:

Quinn M. Barrow, City Attorney

1400 Highland Avenue

Manhattan Beach, California 90266

Telephone: (310) 802-5061

Email: qbarrow@rwglaw.com

Attn: VP, Legal

Canon Solutions America, Inc.

One Canon Park

Melville, NY 11747

800.220.4002

legal@csa.canon.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned, provided that City hereby consents to Consultant's merger into its parent company Canon U.S.A., Inc. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment as invoiced by Consultant and made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of such invoiced payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work

prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, after City's exhaustion of all contractual remedies, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from the maintenance service portion of any retention amount held by City or may withhold payment otherwise owed Consultant for maintenance services under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year. In order to terminate the Agreement or an Order thereunder due to non-appropriation of funds, City must provide Consultant with written notice of the insufficient funding, which must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, City will be required to return the equipment to Consultant with transportation costs borne by Consultant. City will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds have been appropriated.

23. Exhibit. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. The Parties intend for this Agreement, inclusive of Exhibit A, and the Cooperative Agreement to be construed in harmony with each other. Notwithstanding the foregoing, if any irreconcilable inconsistency exists or arises between a provision of this Agreement, the Cooperative Agreement, the Exhibit, or a provision of Consultant's proposal (if any), then the order of precedence shall be this Agreement, the Cooperative Agreement, the Exhibit, and Consultant's proposal.

24. Entire Agreement and Modification of Agreement. This Agreement, the Cooperative Agreement, and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. RESERVED.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Canon Solutions America, Inc.,
a New York Corporation

By: _____

Name: Talyn Mirzakhanian

Title: Acting City Manager

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: Liza Tamura

Title: City Clerk

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow

Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Onyx Jones

Title: Interim Finance Director

APPROVED AS TO CONTENT:

By: _____

Name: Miguel Guardado

Title: Information Technology Director

EXHIBIT A
ORDER SCHEDULE
A-1

ON NEXT PAGE FOLLOWS



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Master Sales & Services Agreement Customer Information Face Page

MA53937

Salesperson: Mark Leestma Order Date: 10/17/2024

Customer ("you"):

Company: CITY OF MANHATTAN BEACH		
DBA:		
Address: 1400 HIGHLAND AVE,		
City: MANHATTAN BEACH		County: LOS ANGELES
State: CA	Zip: 90266-4728	Phone #: 310-802-5567
Contact: Mario Hernandez		
Email: mhernandez@manhattanbeach.gov		

Applicable Terms and Conditions	Customer Organizational Information
<p>TERMS AND CONDITIONS ARE AVAILABLE AT: ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p>X Customer Initials</p>	<p>Federal Tax ID Number: _____</p> <p>Organization type: State or Local Government</p> <p>Address for Notices: Attn: Mario Hernandez Address: 1400 HIGHLAND AVE, Address 2: City: MANHATTAN BEACH State: CA Zip: 90266-4728 Email: mhernandez@manhattanbeach.gov</p>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature **X**

Printed Name **X** Title **X** Date **X**



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Lease Schedule ("Schedule") - Itemized (SER-700)

Page 1 of 10

Customer: CITY OF MANHATTAN BEACH

CFS App #: 2026959

Salesperson: Mark Leestma

Agreement #: MA53937

Transaction #: S21123979

Order Date: 10/17/2024

Billing Information		Customer Account: 2375119		Payment Information		Equipment Maintenance Information	
Company: CITY OF MANHATTAN BEACH DBA: Address: 1400 HIGHLAND AVE, Address 2: City: MANHATTAN BEACH County: LOS ANGELES State: CA Zip: 90266-4728 Phone #: 310-802-5567 Contact: Mario Hernandez Email: mhernandez@manhattanbeach.gov		Listed Items Lease Term		# of Lease Payments		OPTIONAL MAINTENANCE: elected, except where indicated declined Maint Base charge invoiced Quarterly by CSA Excess Per Image Charge invoiced Quarterly by CSA New Fleet Plan Fixed Price Plan	
		60 Months		60			
		Payment Summary* (*Plus Applicable Taxes)					
		Lease Payment \$8,388.82		Invoiced by CFS		Other Transaction Details Lease Payment shall be invoiced Monthly Purchase Option: Fair Market Value	
		Total Maintenance		Invoiced by CSA			
Base Charge \$2,552.25							
		Due at Signing					
		# of Payments in Advance		Total Due at Signing			
Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section A		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
		Included		B&W: 00 Color: 75,000		B&W: \$0.00430 Color: \$0.03403	
Item Code	Listed Items Description	Qty	Unit	Pmt	Total	Ship To & Maintenance Billing Information	
3827C002	IMAGERUNNER ADVANCE DX C5840I	5	Included	Included	Included	Shipping: 1400 HIGHLAND AVE Delivery Date:	
0165C001	UTILITY TRAY-B1	5	Included	Included	Included	Address 2:	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	5	Included	Included	Included	City: MANHATTAN BEACH County: LOS ANGELES State: CA Zip: 90266-4728	
4034C001	INNER 2WAY TRAY-M1	5	Included	Included	Included	Primary Customer Contact: Mario Hernandez	
4032C001	INNER TRAY (1ST COPY TRAY KIT-A1)	5	Included	Included	Included	Phone #: 310-802-5567 Email: mhernandez@manhattanbeach.gov	
4067C002	ATTACHMENT KIT FOR READER	5	Included	Included	Included	Meter Contact:	
1266V426	CANON CHERRY SLIM KEYBOARD	5	Included	Included	Included	Phone #: Email:	
3998C001	SUPER G3 FAX BOARD-AX1	5	Included	Included	Included	IT Contact: Miguel Guardado	
4848B123	MEAP WEB CONNECTION KIT V5.9	5	Included	Included	Included	Phone #: 310-802-5067 Email: mguardado@manhattanbeach.gov	
4395V196	STANDARD POWER FILTER 15A/120V	5	Included	Included	Included	Billing:	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	5	Included	Included	Included	Address 2:	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	5	Included	Included	Included	City: County: State: Zip:	
IntSupplies	Pre-Installed Supplies Installed in Machine	5	Included	Included	Included	Billing Contact:	
						Phone #: Email:	
						Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
						Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**	
						Meter Method: Remote Reporting Agent	
						For CSA USE ONLY:	
OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755						Fiscal Funding Config: A 57299719	
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS , AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.							
Customer Authorized Signature: X		Printed Name: X		Title: X		Date: X	
ACCEPTANCE CERTIFICATE							
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.							
Authorized Signature:		Printed Name:		Title:		Date:	
For Internal Purposes Only:							
CFS Authorized Signature:		Printed Name:		Title:		Date:	



Customer: CITY OF MANHATTAN BEACH Agreement #: MA53937 Order Date: 10/17/24 Salesperson: Mark Leestma

Rider D applies (Subscription Support Services)		Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK		5	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>For CSA USE ONLY:</div> <div>Config: A 57299719</div>	
Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section B	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		See Page 1	See Page 1			See Page 1	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3827C002	IMAGERUNNER ADVANCE DX C5840I		2	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>Consumables: Toner, Staples InclusiveAuto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: B 57299720</div>	
0165C001	UTILITY TRAY-B1		2	Included	Included		
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1		2	Included	Included		
4002C002	INNER 2/3 HOLE PUNCHER-D1		2	Included	Included		
4000C002	INNER FINISHER-L1		2	Included	Included		
4067C002	ATTACHMENT KIT FOR READER		2	Included	Included		
1266V426	CANON CHERRY SLIM KEYBOARD		2	Included	Included		
3998C001	SUPER G3 FAX BOARD-AX1		2	Included	Included		
4848B123	MEAP WEB CONNECTION KIT V5.9		2	Included	Included		
4395V196	STANDARD POWER FILTER 15A/120V		2	Included	Included		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM		2	Included	Included		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I		2	Included	Included		
IntSupplies	Pre-Installed Supplies Installed in Machine		2	Included	Included		



Customer: CITY OF MANHATTAN BEACH Agreement #: MA53937 Order Date: 10/17/24 Salesperson: Mark Leestma

Rider D applies (Subscription Support Services)		Maint Base Charge Section B	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK		2	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>For CSA USE ONLY:</div> <div>Config: B 57299720</div>	
Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section C	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		See Page 1	See Page 1			See Page 1	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3826C002	IMAGERUNNER ADVANCE DX C5850I		5	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>Consumables: Toner, Staples InclusiveAuto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: C 57299721</div>	
0165C001	UTILITY TRAY-B1		5	Included	Included		
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1		5	Included	Included		
4002C002	INNER 2/3 HOLE PUNCHER-D1		5	Included	Included		
4000C002	INNER FINISHER-L1		5	Included	Included		
4067C002	ATTACHMENT KIT FOR READER		5	Included	Included		
1266V426	CANON CHERRY SLIM KEYBOARD		5	Included	Included		
3998C001	SUPER G3 FAX BOARD-AX1		5	Included	Included		
4848B123	MEAP WEB CONNECTION KIT V5.9		5	Included	Included		
4395V196	STANDARD POWER FILTER 15A/120V		5	Included	Included		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM		5	Included	Included		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I		5	Included	Included		
IntSupplies	Pre-Installed Supplies Installed in Machine		5	Included	Included		



Customer: CITY OF MANHATTAN BEACH Agreement #: MA53937 Order Date: 10/17/24 Salesperson: Mark Leestma

Rider D applies (Subscription Support Services)		Maint Base Charge Section C	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK		5	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CA Zip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State: Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>For CSA USE ONLY:</div> <div>Config: C 57299721</div>	
Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section D	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		See Page 1	See Page 1			See Page 1	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3825C002	IMAGERUNNER ADVANCE DX C5860I		3	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CA Zip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State: Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>Consumables: Toner, Staples InclusiveAuto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: D 57299722</div>	
0165C001	UTILITY TRAY-B1		3	Included	Included		
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1		3	Included	Included		
4002C002	INNER 2/3 HOLE PUNCHER-D1		3	Included	Included		
4000C002	INNER FINISHER-L1		3	Included	Included		
4067C002	ATTACHMENT KIT FOR READER		3	Included	Included		
1266V426	CANON CHERRY SLIM KEYBOARD		3	Included	Included		
3998C001	SUPER G3 FAX BOARD-AX1		3	Included	Included		
4848B123	MEAP WEB CONNECTION KIT V5.9		3	Included	Included		
4395V196	STANDARD POWER FILTER 15A/120V		3	Included	Included		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM		3	Included	Included		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I		3	Included	Included		
IntSupplies	Pre-Installed Supplies Installed in Machine		3	Included	Included		



Customer: CITY OF MANHATTAN BEACH Agreement #: MA53937 Order Date: 10/17/24 Salesperson: Mark Leestma

Rider D applies (Subscription Support Services)		Maint Base Charge Section D	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK		3	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>For CSA USE ONLY:</div> <div>Config: D 57299722</div>	
Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section E	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		See Page 1	See Page 1			See Page 1	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3825C002	IMAGERUNNER ADVANCE DX C5860I		2	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>Consumables: Toner, Staples InclusiveAuto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: E 57299723</div>	
6598C002	STAPLE FINISHER-AB3		2	Included	Included		
0165C001	UTILITY TRAY-B1		2	Included	Included		
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1		2	Included	Included		
0126C001	2/3 HOLE PUNCHER UNIT-A1		2	Included	Included		
5546C002	BUFFER PASS UNIT-P2		2	Included	Included		
4067C002	ATTACHMENT KIT FOR READER		2	Included	Included		
1266V426	CANON CHERRY SLIM KEYBOARD		2	Included	Included		
3998C001	SUPER G3 FAX BOARD-AX1		2	Included	Included		
4848B123	MEAP WEB CONNECTION KIT V5.9		2	Included	Included		
4395V196	STANDARD POWER FILTER 15A/120V		2	Included	Included		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM		2	Included	Included		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I		2	Included	Included		
IntSupplies	Pre-Installed Supplies Installed in Machine		2	Included	Included		



Customer: CITY OF MANHATTAN BEACH Agreement #: MA53937 Order Date: 10/17/24 Salesperson: Mark Leestma

Rider D applies (Subscription Support Services)		Maint Base Charge Section E	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK		2	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>For CSA USE ONLY:</div> <div>Config: E 57299723</div>	
Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section F	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		See Page 1	See Page 1			See Page 1	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3824C002	IMAGERUNNER ADVANCE DX C5870		1	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>Consumables: Toner, Staples InclusiveAuto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: F 57299725</div>	
6601C002	BOOKLET FINISHER-A2 WITH TRI-FOLD		1	Included	Included		
0165C001	UTILITY TRAY-B1		1	Included	Included		
4030C002	CASSETTE FEEDING UNIT-AQ1		1	Included	Included		
0126C001	2/3 HOLE PUNCHER UNIT-A1		1	Included	Included		
5546C002	BUFFER PASS UNIT-P2		1	Included	Included		
6595C002	PAPER DECK UNIT-F2 LTR		1	Included	Included		
4067C002	ATTACHMENT KIT FOR READER		1	Included	Included		
1266V426	CANON CHERRY SLIM KEYBOARD		1	Included	Included		
3998C001	SUPER G3 FAX BOARD-AX1		1	Included	Included		
4848B123	MEAP WEB CONNECTION KIT V5.9		1	Included	Included		
4395V196	STANDARD POWER FILTER 15A/120V		1	Included	Included		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM		1	Included	Included		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I		1	Included	Included		
IntSupplies	Pre-Installed Supplies Installed in Machine		1	Included	Included		



Customer: CITY OF MANHATTAN BEACH

Agreement #: MA53937

Order Date: 10/17/24 Salesperson: Mark Leestma

Rider D applies (Subscription Support Services)		Maint Base Charge Section F	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)				
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information				
2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK		1	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div></div> <div>For CSA USE ONLY:</div> <div>Config: F 57299725</div>				

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section G	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)				
		See Page 1	See Page 1			See Page 1				
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information				
3824C002	IMAGERUNNER ADVANCE DX C5870		6	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div>				
6601C002	BOOKLET FINISHER-A2 WITH TRI-FOLD		6	Included	Included	<div>Address 2:</div>				
0165C001	UTILITY TRAY-B1		6	Included	Included	<div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div>				
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1		6	Included	Included	<div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div>				
0126C001	2/3 HOLE PUNCHER UNIT-A1		6	Included	Included	<div>Mtr Contact:Ph #:Email:</div>				
5546C002	BUFFER PASS UNIT-P2		6	Included	Included	<div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div>				
4067C002	ATTACHMENT KIT FOR READER		6	Included	Included	<div>Billing:</div>				
1266V426	CANON CHERRY SLIM KEYBOARD		6	Included	Included	<div>Address 2:</div>				
3998C001	SUPER G3 FAX BOARD-AX1		6	Included	Included	<div>City:County:State:Zip:</div>				
4848B123	MEAP WEB CONNECTION KIT V5.9		6	Included	Included	<div>Contact:Ph #:Email:</div>				
4395V196	STANDARD POWER FILTER 15A/120V		6	Included	Included	<div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div>				
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM		6	Included	Included	Consumables: Toner, Staples InclusiveAuto-Toner Fulfillment**				
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I		6	Included	Included	Meter Method: Remote Reporting Agent				
IntSupplies	Pre-Installed Supplies Installed in Machine		6	Included	Included	<div>For CSA USE ONLY:</div> <div>Config: G 57299726</div>				



Customer: CITY OF MANHATTAN BEACH Agreement #: MA53937 Order Date: 10/17/24 Salesperson: Mark Leestma

Rider D applies (Subscription Support Services)		Maint Base Charge Section G	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK		6	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div> <div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact:Ph #:Email:</div> <div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:County:State:Zip:</div> <div>Contact:Ph #:Email:</div> <div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div> <div>For CSA USE ONLY:</div> <div>Config: G 57299726</div>	
Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		See Page 1	See Page 1			See Page 1	
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5589C002	IMAGEPRESS LITE C270 208V		3	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div>	
1266V426	CANON CHERRY SLIM KEYBOARD		3	Included	Included	<div>Address 2:</div>	
3243C001	STACK BYPASS ALIGNMENT TRAY-D1		3	Included	Included	<div>City: MANHATTAN BEACHCounty: LOS ANGELESState: CAZip: 90266-4728</div>	
0162C002	PAPER DECK UNIT-E1		3	Included	Included	<div>Contact: Mario HernandezPh #: 310-802-5567Email: mhernandez@manhattanbeach.gov</div>	
0165C001	UTILITY TRAY-B1		3	Included	Included	<div>Mtr Contact:Ph #:Email:</div>	
5217C001	STACK BYPASS D1		3	Included	Included	<div>IT Contact: Miguel GuardadoPh #: 310-802-5067Email: mguardado@manhattanbeach.gov</div>	
5738B002	PUNCHER UNIT-BS1 (2/3 H)		3	Included	Included	<div>Billing:</div>	
5224C001	PAPER FOLDING UNIT-K1		3	Included	Included	<div>Address 2:</div>	
5594C005	BOOKLET FINISHER-AG1 SET		3	Included	Included	<div>City:County:State:Zip:</div>	
3998C001	SUPER G3 FAX BOARD-AX1		3	Included	Included	<div>Contact:Ph #:Email:</div>	
1972V075	PREMIUM DIAGNOSTIC POWER FILTER 15A/208V		3	Included	Included	<div>Elevator: NoLoading Dock: No# of Steps: 0Hrs of Operation:</div>	
4130V726	IMAGEPRESS LITE C265/ C270 INSTALL PAK		3	Included	Included	<div>Consumables: Toner, Staples InclusiveAuto-Toner Fulfillment**</div>	
2743V986	IMAGEPRESS C700/C800/C750/C850 SERIES OPERATOR TRAINING BY CLIENT EDUCATION SPECIALIST		3	Included	Included	<div>Meter Method: Remote Reporting Agent</div>	
IntSupplies	Pre-Installed Supplies Installed in Machine		3	Included	Included	<div>For CSA USE ONLY:</div> <div>Config: H 57299727</div>	



Customer: CITY OF MANHATTAN BEACH Agreement #: MA53937 Order Date: 10/17/24 Salesperson: Mark Leestma

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section J	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	2	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACH County: LOS ANGELES State: CA Zip: 90266-4728</div> <div>Contact: Mario Hernandez Ph #: 310-802-5567 Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Miguel Guardado Ph #: 310-802-5067 Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: J 57303904</div>
0165C001	UTILITY TRAY-B1	2	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	2	Included	Included	
4000C002	INNER FINISHER-L1	2	Included	Included	
4067C002	ATTACHMENT KIT FOR READER	2	Included	Included	
1266V426	CANON CHERRY SLIM KEYBOARD	2	Included	Included	
3998C001	SUPER G3 FAX BOARD-AX1	2	Included	Included	
4848B123	MEAP WEB CONNECTION KIT V5.9	2	Included	Included	
4395V196	STANDARD POWER FILTER 15A/120V	2	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	2	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	2	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	2	Included	Included	

Rider D applies (Subscription Support Services)	Maint Base Charge Section J	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	2	Included	Included	<div>Shipping: 1400 HIGHLAND AVE</div> <div>Delivery Date:</div> <div>Address 2:</div> <div>City: MANHATTAN BEACH County: LOS ANGELES State: CA Zip: 90266-4728</div> <div>Contact: Mario Hernandez Ph #: 310-802-5567 Email: mhernandez@manhattanbeach.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Miguel Guardado Ph #: 310-802-5067 Email: mguardado@manhattanbeach.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>For CSA USE ONLY:</div> <div>Config: J 57303904</div>



Return Schedule, Rider B of Agreement

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF MANHATTAN BEACH**Salesperson:** Mark Leestma**Agreement #:** MA53937**Transaction #:** S21123979**Order date:** 10/17/2024

Customer ("You")	Customer Account: 2375119	Service Requested:	
Company: CITY OF MANHATTAN BEACH		Trade In	
Address: 1400 HIGHLAND AVE,		Lease Information (if applicable)	
City: MANHATTAN BEACH	County: LOS ANGELES	Leasing company name	Lease Number
State: CA	Zip: 90266-4728	NA	
Phone: 310-802-5567			
Contact name: Mario Hernandez			
Email: mhernandez@manhattanbeach.gov			
Alternate Contact:			
Alternate Phone:			

If "Buyout Reimbursement" is selected above, the following MUST be completed:\$ 0 To be paid upon delivery / acceptance pursuant to Rider B, Section 1.**Payable to:** Reason for check issuance:**If transaction includes a Lease Upgrade or Buyout the following MUST be completed:**

- Select one:**
- ☐ Not Applicable: No Equipment pick up required
 - ☒ CSA will pick up the Equipment
 - ☐ Return Equipment to CFS
 - ☒ Return Equipment to CSA Original Order Date _____
 - ☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement
 - ☐ You will retain the equipment.
 - Will retained equipment remain under a CSA Maintenance Agreement?
 - ☐ No
 - ☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

Trade in Equipment Condition: Good Working**Equipment for Trade-In, Upgrade, or Return****If transaction includes a Lease return the following MUST be completed:**

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
TRD	HP M680 MFD	Non Canon Equipment	MXBCG580VP	1400 HIGHLAND AVE, Storage - 1st Fl MANHATTAN BEACH CA 90266-4728	MARIO HERNANDEZ 310-802-5567	mhernandez@manhattanbeach.gov	

Pick Up /Return Information:

- ☒ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date: ____ / ____ / ____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name:**Phone:****Email:****Hours of Operation:****Number of Steps:****Elevator:****Loading Dock:****Special Instructions:**

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](https://ess.csa.canon.com/customerdocuments), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature **X**Printed Name **X**Title **X**Date **X**



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Software and Cloud Subscriptions Order Schedule ("Schedule") (SLS-915)
Order Schedule, Rider C of Agreement

Page 1 of 1

Customer: CITY OF MANHATTAN BEACH
Agreement #: MA53937

Transaction #: S21123979

Salesperson: Mark Leestma
Order Date: 10/17/2024

Billing Information	Customer Account: 2375119	Payment Terms
Company: CITY OF MANHATTAN BEACH DBA: Address: 1400 HIGHLAND AVE, Address 2: City: MANHATTAN BEACH County: LOS ANGELES State: CA Zip: 90266-4728 Primary Contact: Mario Hernandez Tech Contact: Miguel Guardado Contact Phone: 310-802-5567 Tech Phone: 310-802-5067 Contact Email: mhernandez@manhattanbeach.gov Tech Email: mguardado@manhattanbeach.gov		Payment Included with CFS Lease Lease Payment Shall Be Invoiced Monthly Total # Lease Payments: 60
		Subscription Details
		New Subscription Term: 60 Months Auto Renewal

Software and Software Subscription Licensing and Support (Subject to Rider C of the Agreement)

Item Code	Subscription Name	Qty	Price Per Qty	Periodic Payment	# of Covered Units	Units
3575B807	UNIFLOW ONE PRINT & SCAN-TYPE 1 - 1 DEVICE/1 MONTH (25-49)	29	Included in Lease	Included in Lease	29	DEVICE/Month
			Software Subscription Subtotal			N/A
			Sales tax			TBD at invoicing
			Software Subscription Total			N/A
			Total Periodic Payment			Included in Lease

THIS ORDER SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER SCHEDULE.

Customer's Authorized Signature **X**

Printed Name: **X**

Title: **X**

Date: **X**



Subscription Support Services (SLS-910)
Subscription Schedule ("Schedule"), Rider D of Agreement

Page 1 of 1

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF MANHATTAN BEACH
Agreement #: MA53937

Salesperson: Mark Leestma
Transaction #: S21123979
Order date: 10/17/24

Customer ("You")	Customer Account: 2375119
Company: CITY OF MANHATTAN BEACH	
Address: 1400 HIGHLAND AVE, ,	
City: MANHATTAN BEACH	State: CA Zip: 90266-4728
Contact: Mario, Hernandez	Phone: 310-802-5567
Email: mhernandez@manhattanbeach.gov	

Alternate Contact: Mario Hernandez
Alternate Email: mhernandez@manhattanbeach.gov
Alternate Phone: 310-802-5567

Subscription Support Services

Schedule Term: <input type="checkbox"/> 60 Months <u>or</u> <input checked="" type="checkbox"/> Lease term <input type="checkbox"/> Customer P.O. Reference on invoice: _____
Payment terms: <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Bill with my CFS Lease Payment <input type="checkbox"/> Credit Card (Requires secure credit card authorization form.)

Ordered Qty	Item Code	Description	Price	Extended Price
5	2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	Included	Included
2	2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	Included	Included
5	2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	Included	Included
3	2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	Included	Included
2	2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	Included	Included
1	2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	Included	Included
6	2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	Included	Included
2	2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	Included	Included
			Total	Included in Lease
			Sales Tax	TBD at invoicing
			Total Due	Included in Lease

Resource Level	Units / hour	Min Hrs/Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Mgmt or Software Development Specialist	4	4
Local Systems Analyst or Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

*1 Subject to Course minimum requirements, if applicable

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature	Printed Name:	Title:	Date:
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