

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 27th day of April, 2021, by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Jones-Walbaum Corporation, a California corporation, doing business as American Business Machines, whose address is 821 18th Street, Bakersfield, CA 93901 ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, COUNTY'S Library Department has a need for one (1) high-speed, high-volume color digital copier ("Copier Unit"), as well as maintenance and service for the Copier Unit;

WHEREAS, CONTRACTOR is willing and able to lease to COUNTY, with the option to purchase, the desired Copier Unit upon the terms desired by COUNTY, and to additionally provide full maintenance and service for the Copier Unit during the term of the lease, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall provide all products and product-related services as described in the attached Exhibit A – Scope of Services, which is incorporated by this reference. The products provided include one (1) Cannon imagePRESS C810 Color Production Printer unit, along with the included accessories, as noted in the attached Exhibit B – Equipment information, which is incorporated by this reference. The terms of the attached Attachment B, "Total Solution Lease Agreement" are attached and incorporated by reference, to the extent they do not conflict with the terms of this Agreement. If the terms of the Total Solution Lease Agreement, found on Attachment B, conflict with the terms of this Agreement, the parties agree that the terms of this Agreement shall prevail.

2. OBLIGATIONS OF COUNTY

COUNTY agrees to exert reasonable care in the operation of the Copier Unit and

perform all factory-recommended customer care and cleaning required in the operating instructions, which is necessary to keep the Copier Unit in good operating condition. COUNTY shall keep and use the Copier Unit at the location of 2420 Mariposa St, Fresno, CA 93721.

3. **TERM**

This Agreement shall commence on April 27, 2021, and continue for a term of sixty (60) months, through and including April 26, 2026. As provided in Section 5, herein, COUNTY shall have the option to purchase the Equipment from CONTRACTOR or its Assignee, which option must be exercised within 60 days prior to expiration of the Lease Term.

4. **TERMINATION**

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention

1 to terminate to CONTRACTOR.

2 5. **COMPENSATION/INVOICING**

3 A. For actual services provided, as identified in the terms and conditions of this
4 Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
5 compensation based on actual expenditures incurred by CONTRACTOR in accordance with Attachment
6 A, attached, and incorporated by this reference. In no event shall compensation paid for services
7 performed under this Agreement exceed two hundred ten thousand dollars (\$210,000).

8 B. CONTRACTOR shall submit monthly invoices to the County of Fresno, Library's
9 Business Office. Payments by COUNTY shall be made within forty-five (45) days after receipt, verification
10 and approval of CONTRACTOR's invoices.

11 C. It is understood that all expenses incidental to CONTRACTOR'S performance of
12 services under this Agreement shall be borne by CONTRACTOR.

13 D. **Purchase Option**

14 At the end of the Lease Term, COUNTY shall have the option to purchase the Copier
15 Unit at the purchase option price of seventeen thousand five hundred dollars (\$17,500) plus any applicable
16 taxes, expenses, charges, and fees. COUNTY shall give CONTRACTOR or its Assignee, as applicable, a
17 minimum of sixty (60) days written notice prior to expiration of the Lease Term, that it will purchase the
18 Copier Unit at the purchase option price of \$17,500. If the Purchase Option is utilized, the Copier Unit will
19 be sold "as is", and the purchase will be accomplished by a Bill of Sale, to be signed by CONTRACTOR
20 and COUNTY.

21 6. **INDEPENDENT CONTRACTOR**

22 In performance of the work, duties and obligations assumed by CONTRACTOR
23 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
24 the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
25 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
26 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
27 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
28 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that

1 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

2 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
3 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
4 thereof.

5 Because of its status as an independent contractor, CONTRACTOR shall have
6 absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
7 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required
8 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless
9 from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social
10 Security withholding and all other regulations governing such matters. It is acknowledged that during the
11 term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or
12 to this Agreement.

13 7. **MODIFICATION**

14 Any matters of this Agreement may be modified from time to time upon (30) days
15 written notification of either party without, in any way, affecting the remainder.

16 8. **NON-ASSIGNMENT**

17 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or
18 duties under this Agreement without the prior written consent of the other party.

19 9. **HOLD HARMLESS**

20 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
21 request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses
22 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to
23 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents,
24 or employees under this Agreement, and from any and all costs and expenses (including attorney's fees
25 and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
26 who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its
27 officers, agents, or employees under this Agreement.

28 The provisions of this Section 9 shall survive termination of the Agreement.

1 10. **INSURANCE**

2 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
3 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
4 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
5 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

6 A. **Commercial General Liability**

7 Commercial General Liability Insurance with limits of not less than Two Million
8 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This
9 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
10 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
11 liability or any other liability insurance deemed necessary because of the nature of this contract.

12 B. **Automobile Liability**

13 Comprehensive Automobile Liability Insurance with limits of not less than One
14 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
15 include any auto used in connection with this Agreement.

16 C. **Professional Liability**

17 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
18 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
19 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

20 D. **Worker's Compensation**

21 A policy of Worker's Compensation insurance as may be required by the California
22 Labor Code.

23 E. **Technology Professional Liability (Errors and Omissions)**

24 Technology Professional Liability (Errors and Omissions) Insurance appropriate
25 to the CONTRACTOR's profession, with limits not less than \$2,000,000 per occurrence or claim,
26 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as
27 is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims
28 involving infringement of intellectual property, including but not limited to infringement of copyright,

1 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of
2 electronic information, release of private information, alteration of electronic information, extortion and
3 network security. The policy shall provide coverage for breach response costs as well as regulatory
4 fines and penalties as well as credit monitoring expenses with limits sufficient to respond to
5 these obligations.

6 CONTRACTOR shall obtain endorsements to the Commercial General Liability
7 insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively,
8 as additional insured, but only insofar as the operations under this Agreement are concerned. Such
9 coverage for additional insured shall apply as primary insurance and any other insurance, or
10 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not
11 contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be
12 cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

13 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,
14 and employees any amounts paid by the policy of worker's compensation insurance required by this
15 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
16 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
17 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

18 Within Thirty (30) days from the date CONTRACTOR signs and executes this
19 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for
20 all of the foregoing policies, as required herein, to the County of Fresno, Library Business Manager, 2420
21 Mariposa Street, Fresno, CA. 93721), stating that such insurance coverages have been obtained and are
22 in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any
23 premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived
24 its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the
25 insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General
26 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
27 collectively, as additional insured, but only insofar as the operations under this Agreement are concerned;
28 that such coverage for additional insured shall apply as primary insurance and any other insurance, or

self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. **AUDITS AND INSPECTIONS**

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. **NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

County Librarian
2420 Mariposa Street
Fresno, CA 93721

CONTRACTOR

American Business Machines
PO BOX 2737
Bakersfield, CA 93303

All notices between the COUNTY and the CONTRACTOR provided for or permitted

under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. **GOVERNING LAW**

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the Agreement, CONTRACTOR changes its status to operate as a corporation.

Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and

1 signing a Self-Dealing Transaction Disclosure Form, attached as Exhibit D and incorporated herein by
2 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
3 immediately thereafter.

4 15. **ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between the CONTRACTOR and
6 COUNTY with respect to the subject matter hereof, and supersedes all previous Agreement negotiations,
7 proposals, commitments, writings, advertisements, publications, and understandings of any nature
8 whatsoever unless expressly included in this Agreement.

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2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
3 and year first hereinabove written.

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5 **CONTRACTOR**

6 
7 (Authorized Signature)

8 Ryan Jones, General Manager
9 Print Name & Title

10 P.O. Box 2737

11 Bakersfield, CA 93303
12 Mailing Address

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COUNTY OF FRESNO


Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0107
Subclass: 10000
ORG No.: 75110402
Account No.: 7888

Scope of Services

1. Equipment Specifications

A. Equipment

- a. CONTRACTOR shall lease to COUNTY one (1) Canon imagePRESS C810 Color Production Printer unit ("Copier Unit") for a term of Sixty (60) months.
- b. CONTRACTOR's equipment shall be new. COUNTY will not accept remanufactured equipment, newly rebuilt equipment, or any unit with used parts.

B. Equipment Uptime/Specifications

- a. CONTRACTOR guarantees that the Copier Unit shall perform as specified under normal operating conditions in the County work environment, and must be able to continuously perform at the specified performance requirement, as described in Exhibit B.

2. Support Services

A. Miscellaneous Support Services

- a. CONTRACTOR shall perform all maintenance, including the cleaning, lubrication, and ordinary adjustments necessary to maintain the Copier in good operating condition.
- b. CONTRACTOR shall replace all mechanical and electrical parts that become damaged and/or worn during the term of this Agreement, unless the damage is caused by fire, act of God, vandalism, or COUNTY's misuse or neglect.
- c. CONTRACTOR shall provide all operating supplies and consumables, except paper, for the Copier.
- d. CONTRACTOR shall provide factory-certified service technicians to respond to COUNTY's service calls.
- e. In the event there is a large job that COUNTY cannot handle, CONTRACTOR shall offer its services at wholesale price.

B. Preventive Maintenance

- a. The Copier unit's preventative maintenance schedule is per manufacturer specification.
- b. Regular and Preventative Maintenance of Supplies:
 - i. At no extra charge, CONTRACTOR shall deploy its FM Audit Software at Agreement inception to provide automatic supply replenishment. The FM Audit Software allows for the ability to remotely monitor toner supply levels, paper levels, and errors occurring at any device on the network. The FM Audit Software also allows COUNTY to remotely monitor the Copier unit.

3. Training

- a. Training shall include a complete overview of the hardware, scan to e-mail and file, and print drivers. CONTRACTOR shall also review all copier and printing applications to provide customization with items to provide customized setting to enhance the canon product experience.
- b. CONTRACTOR's corporate trainers shall provide detailed individual and/or team training to COUNTY staff, upon written request from COUNTY.



Fresno Office
 5470 West Spruce Ave., Ste. 105
 Fresno, CA 93722
 O: (559) 222-5485
 F: (559) 222-0176

PEPPM CONTRACT ORDER DETAIL INSTRUCTIONS

Please make sure that your purchase order contains the PEPPM Contract number below for the pricing schedules utilized in this order.

PEPPM 2019 Canon Product Line / Contract Profile/Contract No. 528897-004

Address PO out as follows:

Canon Financial Services
 c/o American Business Machines
 14904 Collections Center Drive
 Chicago, IL 60693

Lease Term: 60 months
 \$1829.69

Lease Type: FMV

Total Lease Payment:

Service coverage included in the lease contract: 5000 BW pages and 22,000 color pages per month
 Overage rates for those volumes are \$0.0098 BW and \$0.042 Color

(providing billing information)

Note itemization of hardware/software options included in lease configuration:

3238C002AA	imagePRESS C910 Main Engine
3245C001AA	C810 Speed License
3655C005AA	iPR Server G250
3241C002AA	M1-Duplex Reader
0163c014AA	POD Deck Lite XL-A1
0118C002AA	Booklet Finisher-W1 PRO
5738B002AA	Puncher Unit-BS1
3242C001AA	Stack Bypass-C1
3243C001AA	Stack Bypass Tray-D1
1228C001AA	Long Sheet Tray-B1
8929B001AA	Envelope Attachment-G1
4166C001AA	Long Sheet Catch Tray XL-A1
6596A043AA	FIERY IMPOSE AND COMPOSE SOFTWARE

PEPPM Contract pricing include equipment lease, full service monthly volumes as specified for BW & Color pages, and average overages generated per month.

imagePRESS C910 Main Engine
C810 80ppm Speed License
iPR Server G250
M1-Duplex Reader Doc Feeder
POD Paper Deck Lite-C1
Booklet Finisher-W1 PRO
Hole Puncher Unit-BS1
Stack Bypass-C1
Stack Bypass Tray-D1
Long Sheet Tray-B1
Envelope Attachment-G1

The options noted to the left match your current machine but with some noted improvements:

- Machine speed increase from 70 to 80 ppm
- Long Sheet Bypass Tray Configuration for banners up to 52" in length.
- The newest Fiery G250 Server – more advanced than previous Fiery.
- Canon's newest toner, imaging technology and 2 and 3 hole punching capabilities.

Current Payment: (Incl. 5000 BW/22,000 COLOR per mo) \$1763.87 mo

- Lease Pmt = \$667.92 + Service \$1095.95
- Ave. Mo. overages @ 3633 BW and 14,592 Color \$ 753.58 mo.
(Overage cost per page .0113 BW and .04883 Color)

Total Current Monthly Contract **\$2517.45.**

New Payment: (Incl. 5000 BW/22,000 COLOR per mo.) \$1724.92 mo.

- Lease Pmt = \$750.92 + Service \$974.00
- Ave. Mo. overages @ 3633 BW and 14,592 Color \$ 648.47 mo.
(Overage cost per page .0098 BW and .042 Color)

Total NEW Monthly Contract (PEPPM) **\$2373.39**

ESTIMATED MONTHLY SAVINGS.....(\$ 144.06)

OPTIONAL SOFTWARE FOR FIERY: (Graphics assistance with cards, booklets, tabs, more)
IMPOSE/COMPOSE SOFTWARE PACKAGE - ADD TO PAYMENT **\$ 30.00 PER MO.**
(includes 1 hour virtual training)

BANNER DRAWER OPTION - ADD TO PAYMENT **\$ 75.00 PER MO.**
(holds up to 1000 sheets / 30" maximum length)
Note space requirements for the addition of this option (See following pages)

Pricing does not include applicable taxes. Lease term 60 mo/FMV - Service Inclusive

OPTIONAL BANNER DRAWER 1000 SHEET EXTENTION CONFIGURATION

Canon

Canon imagePRESS C710



Product Description

Space And Power Requirements

Product name	Net component size			Tray-open size			Size for installation			Weight lb	Additional Power Supply	Plug Image
	W Inch	D Inch	H Inch	W Inch	D Inch	H Inch	W Inch	D Inch	H Inch			
Canon ImagePRESS C710	34.72	36.77	48.07	34.72	60.00	48.07	-	-	-	677.60	200-240V/20 A/NEMA5-20	
ImagePRESS C910 Series Main Engine	-	-	-	-	-	-	-	-	-	-	n	
Upright Control Panel-G1	24.61	-	14.65	24.61	-	14.65	-	-	-	-	n	
Booklet Finisher-W1	31.50	31.18	48.78	41.73	31.18	48.78	-	-	-	396.00	120V/15 A/NEMA5-15	
Puncher Unit-BS1	-	-	-	-	-	-	-	-	-	-	From the finisher	
Stack Bypass-C1	15.91	15.08	2.95	15.91	15.08	2.95	-	-	-	2.42	From the main unit	
Long Sheet Tray-B1	29.49	20.79	15.83	29.49	20.79	15.83	-	-	-	20.90	n	
Stack Bypass Alignment Tray-D1	19.06	16.42	4.76	19.06	16.42	4.76	-	-	-	3.52	n	
POD Deck Lite XL-A1	43.50	27.01	22.60	43.50	-	-	-	-	-	-	120V/15 A/NEMA5-15	
Envelope Feeder Attachment-G1	-	-	-	-	-	-	-	-	-	-	n	
Finisher Long Sheet Catch Tray-A1	26.22	15.04	11.14	26.22	15.04	11.14	-	-	-	3.08	n	
ImagePRESS Server G250	24.61	-	14.65	24.61	-	14.65	-	-	-	-	120V/15 A/NEMA5-15	
Flery Impose and Compose	-	-	-	-	-	-	-	-	-	-	n	
X-Rite i1Pro 2 Spectrophotometer	-	-	-	-	-	-	-	-	-	-	n	
Total	136.54	36.77	62.72	245.00	60.00	62.72	171.77	130.87	62.72	-		

ATTACHMENT A

Cost of Lease Agreement Summary

Anticipated Growth by fiscal year	Overage Copy Annual Cost	Overage Copy Annual Cost	Add Ons	Service	Equipment	Total	Tax @ .07975	Annual Amount
FY 20-21	\$ 588.00	\$ 9,072.00	\$ 1,260.00	\$ 11,688.00	\$9,011.04	\$31,619.04	\$ 2,521.62	\$34,140.66
FY 21-22	\$ 646.80	\$ 10,080.00	\$ 1,260.00	\$ 11,688.00	\$9,011.04	\$32,685.84	\$ 2,606.70	\$35,292.54
FY 22-23	\$ 708.54	\$ 11,138.40	\$ 1,260.00	\$ 11,688.00	\$9,011.04	\$33,805.98	\$ 2,696.03	\$36,502.01
FY 23-24	\$ 868.07	\$ 13,416.36	\$ 1,260.00	\$ 12,501.60	\$9,011.04	\$37,057.07	\$ 2,955.30	\$40,012.37
FY 24-25	\$ 1,030.33	\$ 15,652.71	\$ 1,260.00	\$ 13,311.60	\$9,011.04	\$40,265.68	\$ 3,211.19	\$43,476.86
	\$3,841.73	\$59,359.47	\$6,300.00	\$60,877.20	\$45,055.20	\$175,433.60	\$13,990.83	\$189,424.43
Estimated FMV Equipment Option								\$17,500.00
1.5% Contingency								\$3,075.57
Contract Maximum								\$210,000.00

Based on Average Quantity Total Monthly Service Costs

Anticipated Growth by fiscal year		Black & White Monthly Avg QTY @ 5% increase	Guaranteed Minimum 5,000 Monthly	Overage Copy Charge QTY	Rate per copy	Annual Black & White Grand Total
FY 20-21	Year 1	10,000	5,000	5,000	0.0098	\$ 588.00
FY 21-22	Year 2	10,500	5,000	5,500	0.0098	\$ 646.80
FY 22-23	Year 3	11,025	5,000	6,025	0.0098	\$ 708.54
FY 23-24	Year 4	11,576	5,000	6,576	0.0110	\$ 868.07
FY 24-25	Year 5	12,155	5,000	7,155	0.0120	\$ 1,030.33
Grand Total						\$ 3,841.73

Anticipated Growth by fiscal year		Color Monthly Avg Volume @ 5% increase	Guaranteed Minimum 22,000 Monthly	Overage Copy Charge QTY	Rate per copy	Annual Color Grand Total
FY 20-21	Year 1	40,000	22,000	18,000	0.0420	\$ 9,072.00
FY 21-22	Year 2	42,000	22,000	20,000	0.0420	\$ 10,080.00
FY 22-23	Year 3	44,100	22,000	22,100	0.0420	\$ 11,138.40
FY 23-24	Year 4	46,305	22,000	24,305	0.0460	\$ 13,416.36
FY 24-25	Year 5	48,620	22,000	26,620	0.0490	\$ 15,652.71
Grand Total						\$ 59,359.47

Estimated Purchase Costs

Equipment

Purchase

Estimated option to Purchase at term of 60 FMV lease

\$ 70,000.00 not to exceed 25%

\$ 17,500.00

Attachment B



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance Address: 14904 Collections Center Dr.
Chicago, Illinois 60693 (800) 220-0200

TOTAL SOLUTION LEASE AGREEMENT CFS-1015 (01/17)

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Steve Brandon
Deputy

COMPANY LEGAL NAME County of Fresno, California		DBA Fresno County Public Library	PHONE (Customer) 559.600.6237	
BILLING ADDRESS 2420 Mariposa	CITY Fresno	COUNTY Fresno	STATE CA	ZIP 93721
EQUIPMENT ADDRESS 2420 Mariposa (2nd floor)	CITY Fresno	COUNTY Fresno	STATE CA	ZIP 93721

Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies		Overage Copy Charge *		Initial Meter Reading	
		(Black & White)	(Color)	(Black & White)	(Color)	(Black & White)	(Color)
imagePRESS C810		5,000	22,000	.0098	.042		
TOTALS							

Guaranteed Copy Plan: ☒ Individual ☐ Aggregate (Totals only required)
Payment Frequency: ☒ Monthly ☐ Quarterly ☐ Other: _____
Meter Reading Frequency: ☐ Monthly ☒ Quarterly ☐ Other: _____
End of Term Purchase Option: ☐ \$1.00 ☒ Fair Market Value ☐ Other: _____

Term: 60 months
Minimum Monthly Rental Payment *: \$1,829.69
Service and Supplies Included *: ☒ Supplies ☒ Maintenance
 * Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED DEALER: American Business Machines ("Dealer") By: <u>[Signature]</u> Print Name: Ryan Jones Title: General Manager Date: _____		AUTHORIZED CUSTOMER SIGNATURE By: X <u>[Signature]</u> Title: Chairman Board of Supervisors Printed Name: Steve Brandon Email address: District2@fresnocounty.ca.gov Tax ID#: _____ If principal, DOB: _____ Date: _____ By: X _____ Title: _____ Printed Name: _____ Email address: _____	
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ACCEPTANCE CERTIFICATE

To: Dealer Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: [Signature] Printed Name: Steve Brandon Title (if any): Chairman Board of Sup Date: 4/27/21

TERMS AND CONDITIONS

1. **AGREEMENT:** Dealer rents to Customer, a _____ organized under the laws of the State of _____, with its chief executive office at _____, and Customer rents from Dealer all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment") upon the terms and conditions set forth in this Total Solution Lease Agreement ("Agreement"). This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor", after such assignment, CFS shall be "Lessor".

2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified above, any interim period, and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.

3. **PAYMENTS:** Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement, (a) the payments specified under "Minimum Monthly Rental Payment" and any "Overage Copy Charges" above and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). Customer also agrees to pay to Lessor an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by Lessor. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment and any related services and supplies. Customer authorizes Lessor to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. Once in each twelve (12) month period following the first anniversary of this Agreement, Dealer has the right to increase both (i) the portion of the Minimum Monthly Rental Payment related to copy charges and (ii) the Overage Copy Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.

4. **APPLICATION OF PAYMENTS; METER READING:** All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge shown on the invoice for each such amount and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise Dealer of the meter readings for the Equipment upon request.

5. **NO LESSOR WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE

PERSONAL GUARANTY

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITH OUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____	Signature: _____ (no title)	Date: _____
Address: _____		Phone: _____
Printed Name: _____	Signature: _____ (no title)	Date: _____
Address: _____		Phone: _____

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

7. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

9. INDEMNITY: Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

10. MAINTENANCE: The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

11. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as imposed by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

12. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain, and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein), and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

13. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

14. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

15. REMEDIES: Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require CFS-1015 (01/17)

Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

16. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

17. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

18. RENEWAL; RETURN: Except in the case of an Agreement containing a \$1.00 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

19. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon prior notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

20. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions relating to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialize All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data.

21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

22. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

24. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed 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 Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's and Dealer's signature will be treated as an original for all purposes.



Canon Financial Services, Inc.

Addendum to Agreement for application # 1803830

WHEREAS, Jones Walbaum Corporation ("Dealer") and Fresno, County of ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (CFS-1015 01/17) are changed as follows:

PERSONAL GUARANTY: The Personal Guaranty requirement is hereby waived for this transaction.

3. PAYMENTS: Paragraph 3 is amended by (i) adding the following after the first sentence: "Customer shall make Payments within 60 days following the due date."; and (ii) deleting the fifth sentence in its entirety and replacing it with the following: "The Overage Copy Charge shall be fixed for months 1-36. The Overage Copy Charge shall increase to .011 for Black and White and to .046 for Color in months 37-48, and subsequently increase to .012 for Black and White and to .049 for Color in months 49-60. The Monthly Minimum Rental Payment shall be fixed for months 1-36. The Monthly Minimum Rental Payment shall then increase to \$1,897.49 in months 37-48, and subsequently increase to \$1,964.99 in months 49-60."

9. INDEMNITY: Paragraph 9 is amended by (i) inserting "To the extent permitted by law" at the beginning of the second sentence; and (ii) adding "unless due to Lessor's negligence or willful misconduct" at the end of the second sentence.

12. INSURANCE: Paragraph 12 is amended in its entirety to read as follows: "(1) Customer, at its sole cost and expense, shall obtain, maintain and pay for comprehensive public liability insurance. (2) Customer shall self-insure against the loss, theft or damage to the Equipment for the full replacement value thereof. The proceeds of such self-insurance, at the option of CFS, shall be applied in accordance with Section 13, herein, to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein); and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. In the event Lessor chooses Option (b), described above, Customer's insurance proceeds shall be credited towards the Remaining Lease Balance, which the parties agree shall fully satisfy Customer's responsibilities as to Option (b), and in no event shall

Customer be obligated to make up any deficit between Customer's insurance proceeds and the Remaining Lease Balance. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year."

13. LOSS; DAMAGE: Paragraph 13 is amended in its entirety to read as follows: "Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment with equivalent value to the Equipment, and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor Customer's insurance proceeds credited towards the Remaining Lease Balance, as defined in Section 12, herein, which the parties agree shall fully satisfy Customer's responsibilities as to Option (b). In no event shall Customer be obligated to make up any deficit between Customer's insurance proceeds and the Remaining Lease Balance, as defined in Section 12, herein. Upon Lessor's receipt of the insurance proceeds credited towards the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. REMEDIES: Paragraph 15 is amended in its entirety to read as follows: "Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments then due hereunder and other amounts then due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and retain such Equipment and all Payments and other sums paid hereunder, or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default."

16. LATE CHARGES; EXPENSES OF ENFORCEMENT: Paragraph 16 is amended by deleting the last sentence in its entirety.

23. GOVERNING LAW; VENUE, WAIVER OF JURY TRIAL: Paragraph 23 is amended by (i) deleting the first sentence in its entirety; (ii) deleting "NEW JERSEY" and replacing it with "CALIFORNIA" in the second sentence; and (iii) deleting "CAMDEN OR BURLINGTON, NEW JERSEY" and replacing it with "FRESNO, CALIFORNIA" in the third sentence.

[signature page to follow]

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

JONES WALBAUM CORPORATION	FRESNO, COUNTY OF
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>General Manager</u>	Printed Name: <u>Steve Brandon</u>
Date: _____	Title: <u>Chairman, Board of Supervisors</u>
<div style="text-align: center;">CFS CONTRACTS Approved By <u>BA</u> Date <u>3/17/21</u></div>	By: _____
	Printed Name: _____
	Title: _____

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By [Signature] _____
Deputy

**CANON FINANCIAL SERVICES, INC. ("CFS")**

14904 Collections Center Dr.
Chicago, Illinois 60693

Municipal Fiscal Funding Addendum

Agreement Number:	1803830
Agreement Date:	

GOVERNMENTAL ENTITY

Complete Legal Name


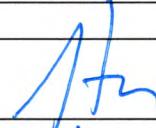
County of Fresno, California

("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

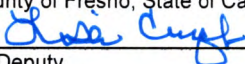
The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED	
Canon Financial Services, Inc.	Customer
By 	By 
Title <u>DOC SUPERVISOR</u>	Printed Name <u>Steve Brandau</u>
Date <u>4/29/2021</u>	Title <u>Chairman, Board of Supervisors</u>

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy



Contract Acknowledgement in lieu of Purchase Order

I, Steve Brandon, as an authorized agent of County of Fresno am making
(Purchasing Agent Name) (Agency Name)
the attached purchase / lease / rental as specified in agreement PEPPM 2019 under the
(circle procurement type) (Purchase Agreement Number)
terms and conditions of State/Association Contract Number PEPPM 2019
(State/Association Contract Number)

Signature [Signature]

Title Chairman, Board of Supervisors

Date April 27, 2021

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By [Signature]
Deputy