



LASSEN COUNTY

Health and Social Services Department

- HSS Administration**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8128
- Public Guardian/Administrator**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8337
- Housing & Grants**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8309
- Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251 - 8108
- Public Health**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8183
- Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130

LassenWORKS
1616 Chestnut Street
Susanville, CA 96130
(530) 251 - 8152

Child & Family Services
1600 Chestnut Street
Susanville, CA 96130
(530) 251 - 8277

Adult Services
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251 - 8158

Family Solutions/Wraparound
1400 Chestnut Street, Ste C
Susanville, California 96130
(530) 251 - 8340

Date: April 23, 2023
To: Aaron Albaugh, Chairman
Lassen County Board of Supervisors
From: Barbara Longo, Director
Health & Social Services Agency
Subject: Lease Agreement between County of Lassen and LEAF Capital Funding, LLC. In the amount of \$13,282.92 for the term of May 2024 through June 2029 for replacement Kyocera 6054ci OMNIA copier machine through Forest Office Equipment.

Background:

The Lease Agreement with LEAF Capital Funding, LLC is for Lassen County Grants and Loans Department. This will allow a 63-month Lease Term on a Kyocera 6054ci OMNIA through Forest Office Equipment.

Fiscal Impact:

This will be paid out of Health and Social Services Administration Fund and Budget Unit 110/0721.

Action Requested:

1) Approve Lease Agreement with LEAF Capital Funding, LLC.; and 2) Authorize the County Administrative Officer to execute the agreement.

Mailing Address:
PO Box 1180
Susanville, California 96130



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: County Of Lassen dba Grants & Loans		Telephone No: 5302518260			
Billing Address: PO Box 1180, Susanville, CA 96130		Equipment Location (if other than Billing Address) 1445 #D Paul Bunyan Rd, Susanville, CA 96130			
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)					
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number	
1	OMNIA Pricing # R191102 Kyocera 6054ci		6054ci		
BASE TERM IN MONTHS <u>63</u>	TOTAL NUMBER OF LEASE PAYMENTS <u>63 @ \$210.84 (plus taxes)</u>	END OF LEASE PURCHASE OPTION			
		<input checked="" type="checkbox"/> Fair market value, plus taxes			
		<input type="checkbox"/> 10% of Equipment cost, plus taxes			
		<input type="checkbox"/> \$1.00, plus taxes			
		(FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)			

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment.

Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. **On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.**

2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.

3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: County Of Lassen dba Grants & Loans

X

Lessee Authorized Signature

Print Name: Richard Egan

Title: County Administrative Officer

E-Mail Address: regan@co.lassen.ca.us

Date:

Tax ID Number: 946000517

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. **You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.**

SIGNED X

Print Name:

E-Mail Address:

Accepted by:

LEAF Capital Funding, LLC By:

Title:

Date:



State and Local Government Addendum

Reference: **Application No. 907471**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **County Of Lassen dba Grants & Loans** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: County Of Lassen dba Grants & Loans	LEAF CAPITAL FUNDING, LLC
By: _____ Print _____ Name: <u>Richard Egan</u> Title: <u>County Administrative Officer</u> Date: _____	By: _____ Print _____ Name: _____ Title: _____ Date: _____

Approved as to Form

APR 18 2024

Lassen County Counsel



FOREST OFFICE EQUIPMENT



720 Main Street ~ Susanville, CA 96130
(530) 257-4330 ~ Fax (530) 257-7994
Email: sales@forestoffice.com

Maintenance Agreement

CUSTOMER NAME Lassen County Grants & Loans

BILLING ADDRESS 1445 #D Paul Bunyan Rd, Susanville, CA 96130

- 1. PRODUCTS.** The term "Products" shall refer collectively to the Equipment (including Options and Accessories), Software and Supplies ordered under this Agreement. You represent that the Products will not be used primarily for personal, household or family purposes.
- 2. INSTALLATION DATE.** The "Installation Date" which governs *when* certain terms and conditions become effective, is defined as follows: For Equipment installed by Forest Office Equipment, the Installation Date will be the date Forest Office Equipment determines the Equipment to be operating satisfactorily as demonstrated by successful completion of diagnostic routines, or upon your written request relative to purchased Equipment or Leased Equipment, the delivery date of such Equipment.
- 3. PAYMENT.** Invoices are payable upon receipt. You shall pay Forest Office Equipment all applicable state and local taxes. These taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privileged taxes. Exemption from tax payment will be allowed upon presentation of applicable state and/or local proof of exemption.
- 4. BASIC SERVICES.** This Section describes the basic services provided by Forest Office Equipment for Purchased Equipment covered under an express warranty and for Rental Equipment and Leased Equipment ("Basic Services").
 - A. REPAIRS AND PARTS.** Forest Office Equipment will make all necessary adjustments and repairs to keep the Equipment in good working order. Parts required for repair may be recovered or reprocessed, and replaced parts will become the property of Forest Office Equipment at its option. Any developer used in the Equipment may be installed and removed only by Forest Office Equipment and, upon removal, will become Forest Office Equipment property.
 - B. HOURS EXCLUSIONS AND RELEASES.** Basic Services will be provided during Forest Office Equipment's established service availability hours (M-F, 9-5), and only within areas opened for repair service within the United States and its territories and possessions. Excluded from Basic Services are repairs ~ caused other than by normal wear and tear or by defects in material or workmanship.
 - C. INSTALLATION SITE AND ACCESS.** The Equipment installation site must at all times conform to Kyoceras published space, electrical, and environmental requirements. You will provide, at no charge to Forest Office Equipment, access to the Equipment and to a telephone, and adequate storage space for a reasonable quantity of replacement parts.

D. ALTERATIONS AND SAFETY. If you make an alteration, attach a device, or utilize a, supply item that in Forest Office Equipments judgment, increases the cost of Basic Services, Forest Office Equipment will either propose an additional service charge, or request that the Equipment be returned to its standard configuration or that use of the supply item be discontinued. You must either accept the proposal or comply with the request within 5 days. If Forest Office Equipment believes that an alteration, attachment or supply item affects the safety of Forest Office Equipment personnel or Equipment users, Forest Office Equipment will notify you of the problem and may withhold Basic Services until the problem is remedied.

E. REMEDY (LEASED EQUIPMENT) If Forest Office Equipment is unable to maintain Equipment in good working order under the conditions described above, Forest Office Equipment will, as your exclusive remedy, replace the Equipment with either an identical product or another product that provides equal or greater capabilities at the Option of Forest Office Equipment. If you originally purchased the Equipment, the replacement product will become your property, and the original purchased Equipment Forest Office Equipment's property, free and clear of all non-Forest Office Equipment liens, security interests or encumbrances.

F. REMEDY (CUSTOMER OWNED EQUIPMENT) If customer decides to permanently take machine out of service, notification of thirty days must be given to Forest office Equipment to come get all consumables, drum, fuser, toner, developer, ect. If machine can't be repaired then the contract is terminated.

G. METER READINGS. If applicable, you will provide accurate and timely meter readings at the end of each applicable billing period in the manner prescribed by Forest Office Equipment. Forest Office Equipment shall have access to the Equipment to monitor the meter readings. If meter readings are not received in a timely manner, Forest Office Equipment may obtain them by other means or may estimate them.

H. BREACH AND ATTORNEYS FEES. If either party fails to cure a material breach within 10 days following a written notice of breach by the other party, the other party may upon written notice either (a) terminate this Agreement or (b) suspend its performance under this Agreement. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

Model Make: Kyocera Model Number: 6054ci Serial No. _____ ID# _____

Start Count Color: 0 Start Count Black: 0

Agreement Start Date Date: 5-1-24 Agreement End Date: 4-30-29

After Agreement End Date, Contract renews as a month to month agreement

B&W Monthly Base Payment \$ 40.00 Includes 4,000 Copies

B&W Overage Charge Per Month Over 4,000 = \$.01 Per Print

Color Monthly Base Payment \$ 70.00 Includes 1,000 Copies

Color Overage Charge Per Month Over 1,000 = \$.07 Per Print

Approved as to Form


APR 18 2024
Lassen County Counsel

Customer Signature _____ Date _____

FOE Accepted by  Date _____