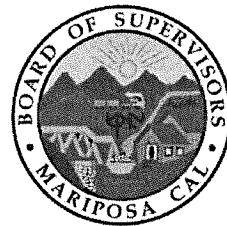




# MARIPOSA COUNTY

Planning • 209-966-5151



## **RESOLUTION - ACTION REQUESTED 2016-86**

MEETING: February 23, 2016

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Approve Early Termination of Current Color Copier Lease and Execution of New Lease

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve Early Termination of Color Copier Lease Agreement with Great America Financial Services (Formerly Known As: Great America Leasing Corporation) Via Spriggs Business Systems; Approve a Five-Year Lease Agreement for a New Color Copier, and Authorize the Board of Supervisors Chair to Sign the Agreement.

Current lease for the color copier/scanner/printer will expire in April 2016. The current machine has a major part that needs replacing and although it is operating it may not last until the end of the lease term.

The new equipment is faster and more efficient. The new equipment also provides copies at a lower per sheet cost for both black and color copies.

As technology advances it is advantageous to lease a machine rather than to buy a machine. A lease affords us the ability to obtain a new machine every 5 years. Spriggs will continue to provide maintenance for the machine and the toner is included with that service.

Other County departments/programs may continue to use the machine at cost.

It is necessary for the Planning Department to have a high speed color machine in its day-to-day activities for the reproduction of maps, site plans, photographs and other colored materials for the processing or applications, code compliance files, scanning and reports that are generated for the Board of Supervisors meetings, Planning Commission Meetings and various Planning Advisory Committee meetings as well as providing copies of documents and maps to the public.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

In 2006 the Board adopted a Resolution 2006-320 which approved an extension of the 2002 lease and allowed for a trade in of the equipment for a newer, more efficient machine which actually reduced both the monthly payment and the per copy charges.

In 2011 the Board adopted Resolution 2011-131 to terminate the lease at that time and to execute a new lease for a new machine.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Other options would be: to purchase the existing equipment at fair market value or 2) Return the Equipment without replacement. Either of these options would be counterproductive to the departments operations.

**FINANCIAL IMPACT:**

**No change in budget as lease payments remain the same, and are budgeted in each FY accordingly**

**ATTACHMENTS:**

copier quote and specs (PDF)  
160223 copier lse (PDF)  
2011 lease (PDF)  
Addendum Contract #015-0699105-000 (PDF)

**CAO RECOMMENDATION**

Requested Action Recommended

  
Mary Hodson, CAO 2/17/2016

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Marshall Long, District III Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Rosemarie Smallcombe, Merlin Jones, Marshall Long, John Carrier

**EXCUSED:** Kevin Cann



AGREEMENT

RES. NO. 16-86

AGREEMENT NO.: 1126638

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Mariposa, County of DBA Mariposa County Planning

ADDRESS: 5100 Bullion St Mariposa CA 95338-0005

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

1 Konica Minolta c454e Color MFP ASC0011032363

SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT: \$393.00

PURCHASE OPTION: Fair Market Value (PLUS TAX)

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide you the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you.

LAW/FORUM. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment.

OWNER ("WE" "US" "OUR")

Spriggs Inc 3368 State Highway 59 Ste K Merced, CA 95348

SIGNATURE: Austin Chute DATE: 3/23/16 PRINT NAME & TITLE: Austin Chute, Documentation Specialist I

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM.

CUSTOMER: (As Stated Above) SIGNATURE: [Signature] DATE: 2-26-10 PRINT NAME & TITLE:

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer.

SIGNATURE: X INDIVIDUAL: DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

APPROVED AS TO FORM:

[Signature] STEVEN W. DAHLEM, County Counsel 2-26-16



THIS COUNTERPART ORIGINAL OF THIS LEASE IS NOT CHATTEL PAPER. THE COUNTERPART ORIGINAL WHICH CONSTITUTES CHATTEL PAPER IS HELD BY OWNER

**GOVERNMENTAL ENTITIES ADDENDUM**

This is an addendum ("Addendum") to and part of that certain agreement between Spriggs Inc ("we", "our") and Mariposa, County of ("Governmental Entity", "you", or "your"), which agreement is identified in our records as agreement number 1126638 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

THIS COUNTERPART ORIGINAL OF THIS LEASE IS NOT CHATTEL PAPER. THE COUNTERPART ORIGINAL WHICH CONSTITUTES CHATTEL PAPER IS HELD BY OWNER

**GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE**

(As Stated Above) X *John Carrier* John Carrier, Chair 2-26-16  
SIGNATURE PRINT NAME & TITLE DATE

**OUR SIGNATURE**

Spriggs Inc *Austin Chute* Austin Chute, Documentation Specialist I 3/23/16  
SIGNATURE PRINT NAME & TITLE DATE

 ORIGINAL

**APPROVED AS TO FORM**  
*Steven W. Dahlem*  
**STEVEN W. DAHLEM**  
**COUNTY COUNSEL**