STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
AGENDA
SPECIAL TELECONFERENCE MEETING

Lee Adams, Vice-Chair, District 1
P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov
Peter W. Huebner, District 2
P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov
Paul Roen, District 3
P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov
Jim Beard, Chair, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - jbeard@sierracounty.ca.gov
Sharon Dryden, District 5
P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in special session commencing at 2:00 p.m. on June 23, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

In accordance with Governor's Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the County of Sierra will hold meetings of the Board of Supervisors via teleconference. The Board of Supervisors' Chambers will remain closed until further notice.

The public may observe and provide public comments by using the WebEx options below:

By Phone: 1-408-418-9388
Access Code: 146 764 6415

By PC: https://tinyurl.com/062320bos
Access Code: 146 764 6415

NOTICE
Accommodations for individuals with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof can be made with the Clerk of the Board and CA Relay Services 711 prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following address:

Heather Foster
Clerk of the Board of Supervisors
P.O. Drawer D
Downieville, CA 95936

clerk-recorder@sierracounty.ca.gov

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Supervisors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

REGULAR AGENDA

1. **STANDING ORDERS**

   - Call to Order
   - Pledge of Allegiance
   - Roll Call
   - Approval of Regular Agenda

2. **PUBLIC COMMENT OPPORTUNITY**

   Matters under the jurisdiction of the Board not on this posted agenda may be addressed by the general public during the Public Comment Opportunity time. No action may be taken or substantive discussion pursued on matters not on the posted agenda. Public comment is regulated by the Sierra County Board of Supervisors' Rules and Procedures. You may obtain a copy of the Public Comment rules from the Clerk. The Board limits public comment to three minutes per person and not more than three individuals addressing the same subject.

3. **INFORMATION SYSTEMS - JEREMY MILLER**

   3.A. Copier lease agreement between the County of Sierra and Ray Morgan Company.

   Documents:

   2020 ROP Ray Morgan Copier Contract.pdf

4. **CLOSED SESSION**

   4.A. Closed session pursuant to Government Code Section 54957 - performance review regarding Director of Planning and Transportation.

   Documents:

   Closed Session PE.pdf

ADJOURN

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: 06/23/2020

TYPE OF AGENDA ITEM: ☐Regular ☐Timed ☒Consent

DEPARTMENT: Information Systems
APPROVING PARTY: Jeremy Miller
PHONE NUMBER: 530-289-2890

AGENDA ITEM: Copier lease agreement between the County of Sierra and Ray Morgan Company.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: This item is already in the budget and is a savings over the current copier contract.

FUNDING SOURCE: General Fund, Human Services, SO
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: $ $8,086.46 per year

ARE ADDITIONAL PERSONNEL REQUIRED?

☐Yes, number needed: Type:
☒No

IS THIS ITEM ALLOCATED IN THE BUDGET? ☒Yes ☐No

IS A BUDGET TRANSFER REQUIRED? ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:
☐Approved
☐Approved as amended
☐Adopted
☐Adopted as amended
☐Denied
☐Other
☐No Action Taken

☐Set public hearing
For: _____
☐Direction to: _____
☐Referred to: _____
☐Continued to: _____
☐Authorization given to:
_____

Resolution 2020- _____
Agreement 2020- _____
Ordinance _____
Vote:
Ayes:
Noes:
Abstain:
Absent:
☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY

Jeremy Miller
Chief Technology Officer
Information Systems Department
P.O. Box 255 Downieville, California 95936
(530) 289-2890

Memo – Re: Copier Contract

Background Information: This contract replaces our current copier contract. We will be removing as many desktop printers from service as the cost to use and maintain these are more than using the business class copiers. By moving the primary printing responsibility from the desktop printers to the copiers, we'll be able to save on the Counties overall printing costs. Currently the average cost per print on the desktop printers is .13 to .25 cents per page, the cost on the new copiers is .008 for black and white and .05 cents for color.

Jeremy Miller

Ray Morgan Company

State & Local Government Value Rental Lease Agreement

APPLICATION NO.	AGREEMENT NO.
1649621	

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470

The words **User, Lessee, you** and **your** refer to **Customer.** The words **Owner, Lessor, we, us** and **our** refer to **Ray A. Morgan Company**.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Sierra, County of			211 Nevada St	
CITY	STATE	ZIP	PHONE	FAX
Downieville	CA	95936	530-289-3273	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
			P.O. Box 425	
CITY	STATE	ZIP	E-MAIL	
Downieville	CA	95936		
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				
See Schedule A				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
First payment due January 2021 _____ All usage billed by RMC thru 2020 _____		

☒ See the attached Schedule A ☐ See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

60 Payments* of $ 1,471.88 The rent contract payment ("Payment") period is monthly unless otherwise indicated. **plus applicable taxes*

Payment includes	See Sch A	B&W Images per month	Overages billed at $	See Sch A	per B&W image*
Payment includes	See Sch A	Color Images per month	Overages billed at $	See Sch A	per Color image*
Payment includes	N/A	Scans per month	Overages billed at $	N/A	per scan*

Please check one: **Meter Readings verified:** ☒ Monthly ☐ Quarterly ☐ Other: _____ (If nothing is selected, then Quarterly will be your Meter Reading option.)

OWNER ACCEPTANCE

OWNER	SIGNATURE	TITLE	DATED
Ray A. Morgan Company			

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
Sierra, County of	X	CTO	

FEDERAL TAX I.D. #	PRINT NAME
94-6000536	

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the supplier, and you may contact the supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY
	X		

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. **AGREEMENT:** You agree to rent from us for essential governmental purposes only, the personal property described under "EQUIPMENT DESCRIPTION" on the attached Schedule and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, parts, accessions, repairs and additions all referred herein as "Equipment") and/or to finance certain-licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated). You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) together represent the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order, invoice, request for proposal, response, proposal or other document. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address, as it may be needed. This Agreement becomes valid upon execution by us and begins on the delivery date and acceptance of the Equipment. In order to provide for an orderly transaction and a uniform billing cycle, and unless otherwise specified, the "Effective Date" of this Agreement will be the 20th day of the month following the installation (for example, if the Equipment is installed on June 5th the Effective Date will be June 20th). You agree to pay a prorated rental amount for the period between the installation and the Effective Date ("Transition Billing") based on the minimum usage payment prorated on a (30) thirty day calendar month which will be added to your first month invoice. In addition, should this Agreement replace a previous Ray A. Morgan Company generated equipment lease, a CLOSING BILL on the agreement being replaced, up to the installation date of the new equipment, will be sent approximately (10) days after delivery of the new equipment. You agree to pay this CLOSING BILL charges as they represent valid charges for product and services provided under the prior agreement up to the installation date of the new equipment. Unless otherwise stated in an addendum hereto, this Agreement will renew for month-to-month basis unless you send us written notice at least 30 days before the end of the scheduled term that you want to return the Equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **REPRESENTATIONS AND WARRANTIES: CUSTOMER:** You hereby represent and warrant that: (a) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used only for your essential governmental or proprietary functions consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

3. **RENT, TAXES AND FEES:** Subject to paragraph 4, you will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $20 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. *(Continued on Page 2)*

4. **NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

5. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; free and clear of all liens and claims; and only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are-solely responsible for removing any data that may reside in the Equipment you return (and all expenses associated with its removal), including but not limited to hard drives, disk drives or any other form of memory. We own the Equipment, excluding any Financed Items. We do not own the Financed Items and cannot transfer any interest in it to you. If this Agreement is deemed to be a secured transaction, to the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a UCC financing statement.

6. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment, with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us and to include us as additional insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the start of this Agreement and thereafter upon our written request and to provide us with 10 days advance written notice of any modification or cancellation of your insurance policy(s); (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the start of this Agreement, we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late, or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

9. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

10. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. You waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time.

11. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

12. **LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner and developer as defined by the Manufacturer's Published Yield per Container. Additional toner will be billed separately. Paper, media, staples and clear toner, if any is required by your particular equipment model, must be separately purchased by the customer. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. Customer has been informed that a surge protector is recommended to protect their electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through Ray A. Morgan Company. Customer responsible for providing manufacturer recommended adequate power supply. Check one of the following: ☐ purchased ☐ Has existing ☐ Declined and will be responsible for damage caused by not having a surge protector.

14. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the maintenance and supplies portion of the Payment and the per image charge over the base minimum by a minimum of 5% over the charges of the previous year. In addition, we may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions. If the supplier is providing maintenance and supplies to you for equipment that is not leased from us, but the charges for such maintenance and supplies are included in this Agreement, you agree that if you retire, replace and/or add new non-leased equipment to the Agreement, you grant us the ability to reflect these additions or deletions of said non-leased equipment to the Agreement and your payments under this Agreement may be adjusted accordingly.

15. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE/SCAN VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

16. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

17. **CALIFORNIA JUDICIAL REFERENCE AGREEMENT:** The parties agree that any and all disputes, claims and controversies arising out of this Agreement (including, but not limited to, actions arising in contract or tort and any claims by a party against us related in any way to the financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Section in lieu of the jury trial waiver(s) otherwise provided in this Agreement.

Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party or parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b). The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

Nothing in this Section shall be deemed to apply to or limit our rights (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against us (including actions in bankruptcy court). We may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in this Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Agreement for judicial reference of any Dispute.

If a Dispute includes multiple claims, some of which are found not subject to this Section, the parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Section until all other Disputes or parts thereof are resolved in accordance with this Section. If there are Disputes by or against multiple parties, some of which are not subject to this Section, the parties shall sever the Disputes subject to this Section and resolve them in accordance with this Section. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Section, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Section. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee. In the event of any challenge to the legality or enforceability of this Section, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith. THIS SECTION CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

Ray Morgan Company

Agreement Number

This Equipment Schedule A is to be attached to and become part of the item description for the Agreement. Dated_____ by and between the undersigned and Ray Morgan Company

EQUIPMENT INFORMATION							Black and White				Color Pool			
Model #	Serial #	Ownership	Location	Address	City	Zip	Start Meter	Pool #	Covered Copies	Overage Rate	Start Meter	Pool #	Covered Copies	Overage Rate
Canon C5535i III		Lessor	Assessor's Office	100 Courthouse Square	Downieville	95963		1		$0.0082		2		$0.0558
Canon C5535i III		Lessor	Auditing	211 Nevada St	Downieville	95963		1		$0.0082		2		$0.0558
Canon C5560i III		Lessor	Basement	100 Courthouse Square	Downieville	95963		1		$0.0082		2		$0.0558
Canon C5535i III		Lessor	BEH/Downieville Wellness Center	22 Maiden Ln	Downieville	95963		1		$0.0082		2		$0.0558
Canon C5535i III		Lessor	BEH/Loyalton Wellness Center	207 Front St	Loyalton	96118		1		$0.0082		2		$0.0558
Canon C5535i III		Lessor	BEH/Main Building	704 Mill St	Loyalton	96118		1		$0.0082		2		$0.0558
Canon C5535i III		Lessor	BEH/Wellness Center	706 Mill St	Loyalton	96118		1		$0.0082		2		$0.0558
Canon C5535i III		Lessor	Clerk's Office	100 Courthouse Square	Downieville	95963		1		$0.0082		2		$0.0558
Canon C5560i III		Lessor	Public Works	100 Courthouse Square	Downieville	95963		1		$0.0082		2		$0.0558
Canon C5535i III		Lessor	Prevention Elorza Bldg	350 3rd St	Loyalton	96118		1		$0.0082		2		$0.0558
Canon C5535i III		Lessor	Sheriff's Office	100 Courthouse Square	Downieville	95963		1		$0.0082		2		$0.0558
Canon C5535i III		Lessor	Sheriff's Substation	61050 Hwy 49	Loyalton	96118		1		$0.0082		2		$0.0558
HP E50145dn		Customer	Auditing/Check Printer	211 Nevada St	Downieville	95963		3		$0.025				
HP E50145dn		Customer	IT	100 Courthouse Square	Downieville	95963		4		$0.015				
HP E50145dn		Customer	IT	100 Courthouse Square	Downieville	95963		4		$0.015				
HP E50145dn		Customer	IT	100 Courthouse Square	Downieville	95963		4		$0.015				
HP E50145dn		Customer	IT	100 Courthouse Square	Downieville	95963		4		$0.015				

CUSTOMER ACCEPTANCE

This Equipment Schedule A is herby Verified as correct by the undersigned Lessee, who acknowledges receipt of a copy:

Dated: _____ **Customer:** **Sierra, County of** **Signature:** _____ **Title:** **CTO** **Print Name:** _____

Dated: _____ **Customer:** _____ **Signature:** _____ **Title:**_____ **Print Name:** _____

Addendum to Credit Agreement

(supplementing lease, rental or other credit agreement)

Ray Morgan Company

Lessee/Renter/Customer: **Sierra, County of**	**Title of lease, rental or other agreement:** **State & Local Government** **Value Rental Lease Agreement** **Dated:**
Lessor or Lender: **Canon Financial Services, Inc.**	**Lease, rental or contract #:** **1649621**

This Addendum to Credit Agreement (this "**Addendum**") is made by and between the above-referenced lessee, renter or other customer ("**Customer**") and the above-referenced lessor or lender ("**Creditor**").

Introduction: Customer and Creditor are simultaneously herewith entering into the above-referenced lease, rental or other credit agreement (the "**Agreement**"); and Customer and Creditor wish to modify and/or supplement the terms of the Agreement, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Agreement (the "**Effective Date**").

1. Incorporation and Effect. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. Definitions. Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. As used in this Addendum, the following terms shall have the following-described meanings:

"**Goods**" shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods" or "Property" (or a similar term) as defined and used in the Agreement.

3. Early Commencement. Notwithstanding anything to the contrary in the Agreement, Customer hereby authorizes and requests that Creditor immediately commence the Agreement. Customer acknowledges and agrees that the Agreement is being commenced prior to the complete delivery and/or installation of the Equipment solely as an accommodation to the Customer. Customer agrees that even if the Equipment is not delivered, accepted and/or does not function or perform as Customer anticipates or expects, Customer shall (i) address any Equipment related problems or issues with reference to delivery or non-delivery or installation solely with Supplier and not any assignee of Supplier's interests in the Agreement (an **"Assignee"**), (ii) in all cases, make all payments to Creditor or an Assignee as and when due under the Agreement. Customer understands and agrees that Customer's obligations (including, without limitation, Customer's obligation to remit the scheduled periodic payments and all other amounts due under the Agreement) are absolute and unconditional and shall commence upon execution of this Addendum.

4. Miscellaneous. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one of the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Customer:	**Creditor:**
By: **X**_____	By: **X**_____
Print: _____	Print: _____
Title: **CTO**_____	Title: _____

Ray Morgan Company

TECHNOLOGY SOLUTIONS YOU CAN TRUST

CUSTOMER EXCELLENCE SINCE 1956

TO WHOM IT MAY CONCERN:

THIS SIGNED STATEMENT RELEASES ALL INTEREST PERSONAL OR OTHERWISE IN THE EQUIPMENT DESCRIBED BELOW.

Today's Date: 6/16/2020 **Customer Name:** Sierra County

Full Address: 350 3rd St

Loyalton, CA 96118

Make	Model	Serial
Canon	IR3225	DFH16999

Agreed to by Customer:

Signature _____

Name _____

Title CTO

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 23, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: County Counsel
APPROVING PARTY: David Prentice
PHONE NUMBER: 559-500-1600

AGENDA ITEM: Closed session pursuant to Government Code Section 54957 - performance review regarding Director of Planning and Transportation.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No
☐Yes, -- -- ☐No	**IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE