




**Agenda Item No: 4.b**  
**Meeting Date: July 17, 2023**

<b>SAN RAFAEL CITY COUNCIL AGENDA REPORT</b>	
<b>Department: Police Department</b>	
<b>Prepared by: Glenn McElderry, Police Captain</b>	<b>City Manager Approval:</b> _____ 

**TOPIC: POLICE DEPARTMENT COPY/PRINT HARDWARE LEASE AND SERVICES**

**SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH UBEO WEST LLC FOR COPY/PRINT HARDWARE LEASE AND SERVICES FOR A 60 MONTH TERM IN THE AMOUNT OF \$267,991**

**RECOMMENDATION:**  
 Authorize the City Manager to negotiate and enter into an agreement with UBEO West LLC for a copy/print hardware lease and services, in the amount of \$267,991.

**BACKGROUND:**  
 The City of San Rafael’s Police Department has utilized the Ray Morgan Company copy and print service since 2018. The Ray Morgan Company is now UBEO West LLC. The Police Department in the normal course of business generates a large volume of printed and scanned documents. It has been the policy to renew the three-year contracts on a timely basis, however this five-year contract offers better pricing. The Police Department’s current contract expires September 2023.

- ANALYSIS:**  
 The Police Department currently has:
- Three large capacity multi-function machines, including fax services.
  - Four large capacity multi-function machines.
  - 38 standard black and white printers, 12 owned, 26 leased.
  - Ten desktop scanners.

The renewal for leasing and services will cost \$53,599 annually. The \$53,599 includes a set annual lease that includes maintenance at a cost based on 11,000 black and white print/copy, 17,000 color print/copy, 7,000 black and white laser print, and 2,000 color laser print. If the number of pages exceeds the allowance, the rate charged is .008 cents per page for black and white print/copy, .055 cents for color print/copy, .02 black and white laser print, and .125 cents for color laser print.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

The Police Department did not competitively bid the price proposal submitted by UBEO West LLC. Competitive bidding may be waived by the Council pursuant to San Rafael Municipal Code section 2.55.100 (C) (other valid reasons for waiving competition) because the equipment and services can only be obtained from a sole source or are specialty in nature. Entering into this agreement has the effect of extending some existing equipment leases, achieving an overall substantial cost savings over entering new leases for the existing equipment. Police Department staff have also been satisfied with UBEO West LLC's quality of service and would like to retain the vendor for copy and print services.

**FISCAL IMPACT:**

The total cost for the Police Department's proposed lease and copy and print services over the 60-month term of the contract is approximately \$267,991. There are sufficient funds in the Police Department's General Fund operating budget to support this contract.

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Authorize the City Manager to enter into the agreement as recommended.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

**RECOMMENDED ACTION:**

Authorize the City Manager to negotiate and enter into an agreement with UBEO West LLC for a copy/print hardware lease and services for a 60 month term in the amount of \$267,991.

**ATTACHMENT:**

1. Proposed 2023 UBEO West LLC. Rental Lease Agreement with State and Local Government Addendum

**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 **UBEO West, LLC**.

**CUSTOMER INFORMATION**

FULL LEGAL NAME City of San Rafael			STREET ADDRESS 1400 Fifth Avenue	
CITY San Rafael	STATE CA	ZIP 94901	PHONE (415) 485-3000	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) City of San Rafael Police Department			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

**EQUIPMENT DESCRIPTION**

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
See Sched. A			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

See attached Schedule A       See attached Billing Schedule

**TERM AND PAYMENT INFORMATION**

5 Payments\* of \$ \$53,598.12      *If you are exempt from sales tax, attach your certificate.*      *\*plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes <u>See Sched. A</u> B&W images per month	Overages billed at \$ <u>See Sched. A</u> per B&W image*
Payment includes <u>See Sched. A</u> General Color images per month	Overages billed at \$ <u>See Sched. A</u> per General Color image*
Payment includes <u>See Sched. A</u> Pro. Color images per month	Overages billed at \$ <u>See Sched. A</u> per Pro. Color image*
Payment includes <u>See Sched. A</u> scans per month	Overages billed at \$ <u>See Sched. A</u> per scan*

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

**Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.**

**OWNER ACCEPTANCE**

<b>UBEO West, LLC</b>			
OWNER	SIGNATURE	TITLE	DATED

**CUSTOMER ACCEPTANCE**

**BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, 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.**

City of San Rafael	<b>X</b>		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

FEDERAL TAX I.D. # \_\_\_\_\_ PRINT NAME \_\_\_\_\_

**TERMS AND CONDITIONS (Continued on Page 2)**

**1. AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month. In addition, should this Agreement replace a previous UBEO West, LLC generated equipment rental, 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. 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. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. 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. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$125 for all closing costs. We may 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 insufficient funds, you will pay us a service charge of \$30 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.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure us against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; 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, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us 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 to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. 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 a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent which will not be unreasonably withheld.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. 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 our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value 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 remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we 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 and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' 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. **WE SHALL 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 refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. 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. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL 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, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of the Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You have been informed that a surge protector is recommended to protect your 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 UBEO West, LLC. You are 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. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. An image/scan is equal to a single sided 8.5" x 11" copy or print. Each month, you are entitled to produce the minimum number of images/scans shown on page 1 of this Agreement for each applicable image/scan type. Regardless of the number of images/scans made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. If at any time during the term of this Agreement meter readings are not collected electronically there will be a \$5 fee assessed per device, per month for the term of this Agreement or until the meter readings are set-up electronically. You agree to pay the applicable overage charge for each metered image/scan that exceeds the applicable minimum number of images/scans. Images/scans made on equipment marked as not financed under this Agreement will be included in determining your image/scan and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. If you have multiple devices at the installation address, which use the same supplies provided under this Agreement, all devices using the same supplies must be covered under an active agreement with Supplier. UBEO West, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

14. **EXCLUSIONS:** Maintenance service under the Arrangement is contingent upon proper use of the device. The Arrangement does not include: a) Repairs resulting from causes other than normal use; your willful act, use of any paper stock that does not meet device specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc.), theft, or any other unusual circumstance. b) Repairs made necessary by service performed by personnel other than UBEO West, LLC representative. c) Work which you request to be performed outside regular business hours. d) Reconditioning or modification to the Equipment except those specified by UBEO West, LLC's Technical Service Department to assure greater performance of the Equipment. e) Any and all work related to data flow between the covered device and your computers, software or computer network; or work on your computers, software or computer network independent of the Equipment. f) Repairs to the Equipment that is past the manufacturer's end of service life.

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 Ubeo West, LLC

EQUIPMENT INFORMATION							Black and White				Color Pool			
Model #	Serial #	Ownership	Address	Location	City	Zip	Start Meter	Pool #	Covered Copies	Overage Rate	Start Meter	Pool #	Covered Copies	Overage Rate
Canon DX C5870i		Lessor	1400 Fifth Avenue	Records-Downstairs	San Rafael	94901		1	11,000	\$0.008		2	17,000	\$0.055
Canon DX C5860i		Lessor	1400 Fifth Avenue	Investegations	San Rafael	94901		1	Included	\$0.008		2	Included	\$0.055
Canon C357if		Lessor	1400 Fifth Avenue	Evidence	San Rafael	94901		1	Included	\$0.008		2	Included	\$0.055
Canon C357if		Lessor	1400 Fifth Avenue	Dispatch 2nd floor	San Rafael	94901		1	Included	\$0.008		2	Included	\$0.055
Canon C357if		Lessor	1400 Fifth Avenue	Report Writing	San Rafael	94901		1	Included	\$0.008		2	Included	\$0.055
Canon C357if		Lessor	1400 Fifth Avenue	Report Writing Room	San Rafael	94901		1	Included	\$0.008		2	Included	\$0.055
Canon DX C5870i		Lessor	1400 Fifth Avenue	Records	San Rafael	94901		1	Included	\$0.008		2	Included	\$0.055
HP E47528dn		Lessor	1400 Fifth Avenue	Dispatch	San Rafael	94901		1	Included	\$0.008		2	Included	\$0.055
HP E47528dn		Lessor	1400 Fifth Avenue	Tiny	San Rafael	94901		1	Included	\$0.008		2	Included	\$0.055
HP E47528dn		Lessor	1400 Fifth Avenue	Lynette	San Rafael	94901		1	Included	\$0.008		2	Included	\$0.055
HP M553	JPBCJB30MY	Customer	1400 Fifth Avenue	Sargeants Office	San Rafael	94901		3	7,000	\$0.02		4	2,000	\$0.125
HP M477	VNB8JCTB4Q	Customer	1400 Fifth Avenue	Rose	San Rafael	94901		3	Included	\$0.02		4	Included	\$0.125
HP M553	JPBCJC10GL	Customer	1400 Fifth Avenue	Dispatch	San Rafael	94901		3	Included	\$0.02		4	Included	\$0.125
HP E50145dn		Lessor	1400 Fifth Avenue	TBD	San Rafael	94901		3	Included	\$0.02				
HP M551	CMCCG2S163	Customer	1400 Fifth Avenue	TBD	San Rafael	94901		3	Included	\$0.02		4	Included	\$0.125
HP E45028dn		Lessor	1400 Fifth Avenue	TINY-Next Door	San Rafael	94901		3	Included	\$0.02		4	Included	\$0.125
HP E50145dn		Lessor	1400 Fifth Avenue	YSB INTERNS	San Rafael	94901		3	Included	\$0.02				
HP E45028	VND3P00262	Customer	1400 Fifth Avenue	Police Chief	San Rafael	94901		3	Included	\$0.02		4	Included	\$0.125
MTB M2635	VCA6Z01463	Customer	1400 Fifth Avenue	Dispatch Fax	San Rafael	94901		3	Included	\$0.02				
HP M401	PHGFG38315	Customer	1400 Fifth Avenue	Charles Taylor	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Records Bracken	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	HOLDING CELLS	San Rafael	94901		3	Included	\$0.02				
HP M402	PHBQF50931	Customer	1400 Fifth Avenue	Aguilar	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Patrol SGTS	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	LEON-DAYSHIFT LT.	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Nightshift Lt. Fink	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Captain Starnes	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Business Office	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	SPECIAL OPS	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Chief Spiller	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	DETECTIVE SGT.	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	INVEST-LT FINK	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Investigations	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	TBD	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	CPTN. MCELDERRY	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Investigations	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Ingles	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Leon	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue		San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Mobile Command A	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Mobile Command B	San Rafael	94901		3	Included	\$0.02				
HP M501	PHBTQ12132	Customer	1400 Fifth Avenue	Dispatch	San Rafael	94901		3	Included	\$0.02				
HP E50145dn		Lessor	1400 Fifth Avenue	Jillian	San Rafael	94901		3	Included	\$0.02				
HP M404	PHBB321562	Customer	1400 Fifth Avenue	Investigations	San Rafael	94901		3	Included	\$0.02				
HP M404	PHBB321480	Customer	1400 Fifth Avenue	SPECIAL OPS	San Rafael	94901		3	Included	\$0.02				
HP M476	CNB7H6L075	Customer	5800 Northgate	Security Mall Office	San Rafael	94903		3	Included	\$0.02		4	Included	\$0.125

**CUSTOMER ACCEPTANCE**

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

Dated: \_\_\_\_\_ Customer: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_ Customer: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Print Name: \_\_\_\_\_



# CALIFORNIA JUDICIAL REFERENCE ADDENDUM

**AGREEMENT #**  
**Application #: 2997740**

Addendum to Agreement # App #: 2997740 and any future supplements/schedules thereto, between City of San Rafael, as Customer and UBEO West, LLC, as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement by adding the following language:

1. Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (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 contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to judicial reference, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 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 10 years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP §641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within 10 calendar days after one party serves a written notice of intent for judicial reference upon the other parties, then the referee will be selected by the court in accordance with CCCP § 640(b).
3. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the 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 CCCP §§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.
4. Notwithstanding the preceding agreement to submit Disputes to a judicial referee, the parties preserve, without diminution, certain rights and remedies at law or equity and under the Agreement that such parties may employ or exercise freely, either alone or in conjunction with or during a Dispute. Each party shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, setoff, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of a judicial referee to grant similar remedies that may be requested by a party in a Dispute. No provision in the 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 Addendum for judicial reference of any Dispute. The parties do not waive any applicable federal or state substantive law except as provided herein.
5. If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the parties shall stay the proceedings of the claims not subject to this Addendum until all other claims are resolved in accordance with this Addendum. If there are Disputes by or against multiple parties, some of which are not subject to this Addendum, the parties shall sever the Disputes subject to this Addendum and resolve them in accordance with this Addendum.
6. During the pendency of any Dispute that is submitted to judicial reference in accordance with this Addendum, 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 Addendum. 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.
7. In the event of any challenge to the legality or enforceability of this Addendum, 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.
8. THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

**UBEO West, LLC**

\_\_\_\_\_  
Lessor/Secured Party

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.