

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew Fertal	From:	Charles Kalil	
Dept:	City Manager	Dept:	Information Technology	
Subject:	LEASE AGREEMENT WITH DE LAGE LANDEN PUBLIC FINANCE COMPANY LLC AND MAINTENANCE AGREEMENT WITH RICOH BUSINESS SOLUTIONS FOR 22 NEW MULTI-FUNCTION COPIERS		Date:	May 22, 2012

OBJECTIVE

To receive City Council approval to lease 22 Ricoh Multi-Function Copiers, including related supplies, maintenance and support services.

BACKGROUND

The City currently leases 22 multi-function copiers that produce on average nearly 411,000 copies per month. The lease and maintenance agreement on these copiers will end on December 18, 2012, at which time the equipment will need to be retained or replaced. Based on age and usage, these machines are increasingly experiencing downtime. The highest volume machines located in the Police Department and in Reprographics have been experiencing maintenance issues on a weekly basis. If the aging fleet of copiers is retained, a new maintenance contract will need to be negotiated and maintenance expenses will increase significantly. Additionally, there is a demand and necessity for increased capabilities to support new systems and projects throughout the City.

DISCUSSION

Staff considered end of lease options and determined that leasing new equipment was in the best interest of the City. The proposed lease and maintenance agreements for new equipment will provide a net savings of over \$51,000 over the life of the contracts. Leasing new equipment will also not only improve productivity and lower ongoing expenses but will allow the acquisition of newer technologies and functionality. Color scanning capabilities will support the new paperless automated reporting system in the Police Department, which is expected to streamline productivity and provide significant cost savings. Color capable copiers will also reduce color printing expenses by 35% and will replace the need for operating and maintaining color printers.

LEASE OF NEW MULTI-FUNCTION COPIERS

May 22, 2012

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Ricoh Business Solutions "Ricoh" has proposed lease pricing based on Western States Contracting Alliance "WSCA" Contract #1715 Master Price Agreement 7-09-36-07. WSCA cooperative contracts are the result of rigorous due diligence processes at the state level that result in cost-effective and efficient acquisition of quality products and services. This ensures that the City will receive competitive pricing, quality equipment and premium levels of service while saving time and opportunity costs for research. Under WSCA, Ricoh's proposal includes a 60-month lease for 22 multi-function copiers including maintenance, delivery, installation, training, and toner cartridges. During the installation process, Ricoh will uninstall and remove the existing copiers. The proposal includes a \$1 buy out option for each copier at the end of the lease. Ricoh has also agreed to pay the last six payments of the current lease July through December 2012.

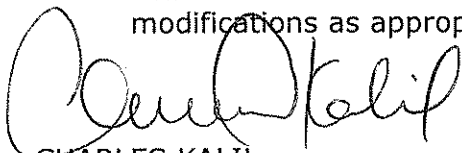
FINANCIAL IMPACT

Based on Ricoh's proposal, the cost of leasing the new multi-function copiers would be approximately \$10,914 per month, including toner and maintenance. The same expenses for the copiers being replaced totaled \$11,768 per month. Upgraded multi-function copiers will also eliminate the expense of operating and maintaining color printers. The funds for these agreements are normal operating expenses submitted as part of the 2012-2013 fiscal year budget.

RECOMMENDATION

It is recommended that City Council:

- Approve the proposed 60-month lease for 22 Ricoh multi-function copiers with De Lage Landen Public Finance LLC; and
- Approve the proposed 60-month maintenance agreement with Ricoh Business Solutions; and
- Authorize the City Manager to execute the 60-month lease agreement with DDL Public Finance LLC on behalf of the City and make minor modifications as appropriate; and
- Authorize the City Manager to execute the 60-month maintenance agreement with Ricoh Business Solutions on behalf of the City and make minor modifications as appropriate.



CHARLES KALIL  
Information Technology Director

**Recommended for Approval**



**Matthew Ferial**  
City Manager

- Attachments:
1. WSCA Master Price Agreement 7-09-36-07
  2. De Lage Landen Equipment Lease Purchase Agreement
  3. Ricoh Business Solutions Order Agreement

**CALIFORNIA PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
MULTIFUNCTION COPIERS & RELATED SOFTWARE  
RICOH AMERICAS CORPORATION  
MASTER PRICE AGREEMENT  
7-09-36-07**

**1. Scope:**

This Participating Addendum covers the rental, lease or purchase of Multifunction Copier & Related Software for all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

**STATE AGENCIES ARE RESTRICTED FROM USING THIS CONTRACT IN ACCORDANCE WITH MANAGEMENT MEMO 05-11, EXCEPT FOR THOSE CATEGORIES NOT OFFERED UNDER CALIFORNIA STRATEGIC SOURCING INITIATIVE (CSSI) CONTRACTS FOR MULTIFUNCTION COPIER DEVICES**

**THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN RICOH AMERICAS CORPORATION, AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, RICOH AMERICAS CORPORATION AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. RICOH AMERICAS CORPORATION, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES**

**2. Leasing, Rental & Purchase**

Funding to purchase or lease upon approval of credit, products available under this contract may be available to State agencies via the GS \$Mart (purchases) or Lease \$Mart program. Local agencies are able to take advantage of all options in the WSCA Master Price Agreement without restrictions.

**3. Changes:**

For usage under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

- a. The California General Provisions (CAGP) **Revision 9/8/2009 (GSPD-401IT based on April 12, 2007 standard)** for Western States Contracting Alliance (WSCA) **Multifunction Copiers & Related Software** as attached become a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Nevada, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.
- c. State of Nevada, Master Price Agreement number 1715 changed for California to Contract Number 7-09-36-07.
- d. State of Nevada, Master Price Agreement cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date 12/23/2009".
- e. **Delivery:**  
As negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

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**f. DGS Termination of Contract:**

The State may terminate this contract at any time upon 30 day prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective or of any political subdivision/local government to perform its obligations pursuant to any purchase order or other contract.

**g. Reports & Administrative Fee:**

Contractor shall submit report to the California Contract Administrator for all California purchases providing the following information:

Agency Name	Agency Contact Name
Purchase Order Number	Agency Address
Purchase Order Date	Agency Telephone Number
WSCA Contract Number	Total Dollars for the quarter
WSCA Administrative Fee Dollar Amount	

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

**Payment of the administrative fee by Contractor due irrespective of status of payments on orders from users to Contractor.**

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike  
Department of General Services  
Procurement Division  
Multiple Award Program - WSCA  
707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

**h. The primary state government contact for this Participating Addendum is as follows:**

Department of General Services, Procurement Division

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WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
MULTIFUNCTION COPIERS & RELATED SOFTWARE  
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MASTER PRICE AGREEMENT  
7-09-36-07**

Multiple Award Program - WSCA  
707 Third Street, 2nd Floor, MS # 202  
West Sacramento, CA 95605

**Contact:** Cynthia Okoroike  
**E-mail:** [cynthia.okoroike@dgs.ca.gov](mailto:cynthia.okoroike@dgs.ca.gov)  
**Phone:** (916) 375-4389  
**Fax:** (916) 375-4663

**Lead State:**

Name: Lyn Callison  
Address: 515 East Musser Street  
Telephone: (775) 684-0198  
Fax: (775) 684-0188  
E-mail: [lcalliso@purchasing.state.nv.us](mailto:lcalliso@purchasing.state.nv.us)

**Contractor's Contact:**

Name: Bart Lemmon  
Address: 5 Dedrick Place, West Caldwell, New Jersey 07006  
Telephone: (425) 255-0730  
Fax: (425) 228-2115  
E-mail: [Bart.lemmon@ricoh-usa.com](mailto:Bart.lemmon@ricoh-usa.com)

- i. The primary RICOH AMERICAS CORPORATION CUSTOMER contact for this Participating Addendum is as follows:

RICOH AMERICAS CORPORATION

Address: 5 Dedrick Place, West Caldwell, New Jersey 07006

Contact: Bart Lemmon

E-Mail: [Bart.lemmon@ricoh-usa.com](mailto:Bart.lemmon@ricoh-usa.com)

Phone: 425/255-0730

Fax: 425/228-2115

- j. **Price Agreement Number:**

The Master Price Agreement number for the Participating State is 7-09-36-07. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

- k. **Effective Dates:**

**CALIFORNIA PARTICIPATING ADDENDUM  
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7-09-36-07**

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

**I. Servicing Subcontractors:**

The following servicing contractors are authorized:

All authorized Ricoh Family Group distribution as reflected on the Ricoh Americas Website at [www.ricoh-usa.com/rmap/wsca](http://www.ricoh-usa.com/rmap/wsca) . Orders are to be issued to Ricoh Americas Corporation

This Addendum and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By Signing below RICOH AMERICAS CORPORATION agrees to offer the same products/and or services as on the State of Nevada at prices equal to or lower than the prices on this contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:

By: *Jim Butler*

Name: Jim Butler

Title: Deputy Director

Date: 11/10/09

RICOH AMERICAS CORPORATION

By: *Allen Hans*

Name: Allen Hans

Title: Senior Vice President

Date: 10/13/09

*hans*  
**GENERAL SERVICES  
LEGAL SERVICES**

**ATTACHMENT BB  
SERVICE LEVEL AGREEMENT**

**1 Customer Level SLA**

**1.1 Purpose**

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

**1.2 Customer Service Level Agreement**

Vendor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average State-Wide Fleet Uptime	98% or Better
Average On-Site State-Wide Response Time – Urban Zones	4 Hours or Less
Average On-Site State-Wide Response Time – Rural Zones	8 Hours or Less
First Time Fix State-Wide	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

**1.3 Calculation of Service Level Points**

Once per quarter, Vendor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart:

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
<b>Average Fleet Uptime</b>	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
<b>Possible Points</b>	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
<b>Average On-Site Response Time (in Hours)</b>	4 or Less - Urban 8 or Less - Rural	4.1 – 5 Urban 8.1 – 9 Rural	5.1 – 6 Urban 9.1 – 10 Rural	6.1 – 7 Urban 10.1 – 11 Rural	7.1 or more - Urban 11.1 or more - Rural
<b>Possible Points</b>	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
<b>First Time Fix</b>	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
<b>Possible Points</b>	4	3	2	2	0

These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

#### 1.4 Penalty Level

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 – 10	9 – 7	6 – 4	3 – 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-1%	-2%	-3%	-4%

The penalty shall be awarded to the Customers of the State as a credit on the following period's service and supplies invoice.

#### 1.5 Equipment Performance

Vendor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Copier Segment	Quarterly Uptime
A and B	All	95%
C and D	All	95%
E	All	95%

Should any unit fail to maintain these copies between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with then current technology or the customer can elect to get a 1% credit of the previous quarter's service and supplies billings. Additionally, the Vendor shall prorate any included impressions as part of a Base Monthly Service for the days the unit was unavailable for usage. Supplier will be allowed 90 days from when the individual unit falls below the minimum uptime requirements to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, whichever is longer, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

#### 1.6 Additional Vendor Guarantees

- 1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50.00 per incident that does not meet the turnaround time specified above to be credited on the next service bill.
- 1.6.2 **Loaner Unit/Backup Production** – If any unit is in operable for a period in excess of 72 hours, Vendor shall provide the Customer with either:
- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
  - ii) Provide the Customer with off-site manned production capabilities, for Groups C and D only, to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.
- 1.6.3 **Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the vendor's part to maintain these levels as



defined shall result in a \$50.00 per instance credit on the following invoice. Invoicing Guarantees shall be in effect following the first quarter's billings.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25 <sup>th</sup> of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for mis-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

## 2 State and Western States Contracting Alliance SLA's

- 2.1 **Timely Reporting** – Vendor shall produce reporting for both the State and WSCA within 45 days of the closing of the reporting period. Failure to do so will result in a penalty of \$50.00 per day beyond the 45 day period.
- 2.2 **Timely Payment of Administrative Fees** – Vendor shall produce payment for both any State Specific Administrative Fee and the WSCA Administrative Fee within 45 days of the closing of the reporting period. Failure to do so will result in a penalty of \$50.00 per day beyond the 45 day period.
- 2.3 **Accuracy of Reporting** – The State and WSCA may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State or WSCA has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's or WSCA's satisfaction; the State or WSCA may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State or WSCA for the cost of the auditor as well as correcting any administrative fee errors.
- 2.4 **Accuracy of Billing** – The State and WSCA may request at any point proof of the billing accuracy through the data set supporting the billing. If the State or WSCA has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's or WSCA's satisfaction; the State or WSCA may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State or WSCA for the cost of the auditor as well as correcting any billing errors.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement shall be payable to either the State or the Western States Contracting Alliance, accordingly.



Department of General Services  
 Procurement Division  
 707 Third Street, 2nd Floor  
 West Sacramento, CA 95605-2811

State of California  
**Western States Contracting Alliance**  
**Master Price Agreement**  
**Non-Mandatory**  
**User Instructions**

CONTRACT NUMBERS:	VARIOUS
DESCRIPTION:	Multifunctional Copier & Related Software
CONTRACTOR(S):	VARIOUS
CONTRACT TERM:	Various through 6/30/2014
DISTRIBUTION CODE:	Posted Electronically on: <a href="http://www.pd.dgs.ca.gov/wsca/default.htm">http://www.pd.dgs.ca.gov/wsca/default.htm</a>
STATE CONTRACT ADMINISTRATOR:	Cynthia Okoroike, 916/375-4389 <a href="mailto:Cynthia.okoroike@dgs.ca.gov">Cynthia.okoroike@dgs.ca.gov</a>

The most current User Instructions and California General Provisions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following User Guide and California General Provisions.

STATE AGENCIES ARE RESTRICTED FROM USING THIS WSCA CONTRACT IN ACCORDANCE WITH MANAGEMENT MEMO #05-11, EXCEPT FOR THOSE ITEMS/CATEGORIES NOT OFFERED UNDER CALIFORNIA'S STATEWIDE COMMODITY CONTRACT FOR MULTIFUNCTION COPIER & RELATED SOFTWARE. IF ANY STATE DEPARTMENT WANTS TO USE THE CONTRACT TO PURCHASE ITEMS NOT ON THE CALIFORNIA STATEWIDE COMMODITY CONTRACT FOR MULTIFUNCTION COPIER & RELATED SOFTWARE, THEY MUST COMPLETE A STATEWIDE CONTRACT EXEMPTION REQUEST FORM SIGNED BY THEIR PROCUREMENT AND CONTRACTING OFFICIER (PCO) OR PURCHASING AUTHORITY CONTACT (PAC) AND SUBMIT IT TO THE DEPARTMENT OF GENERAL SERVICES (DGS) FOR APPROVAL. PLEASE SEND ALL EXEMPTION REQUEST TO THE ATTENTION OF THE WSCA CONTRACT ADMINISTRATOR. CLICK HERE FOR A COPY OF MANDATORY COPIER CONTRACT <http://www.documents.dgs.ca.gov/pd/contracts/contractindexisting.htm>

Original Signature on File  
 \_\_\_\_\_  
 Jeff Uyeda, Manager, Multiple Award Program

3/9/2011  
 \_\_\_\_\_  
 Effective Date

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
MULTIFUNCTIONAL COPIER & RELATED SOFTWARE  
USER INSTRUCTIONS**

**American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

Click here to access the [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#)

**1. Scope**

The purpose of this WSCA Master Price Agreement is to provide a purchasing vehicle for Multifunctional Copier & Related Software for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 10299.

While the State of California makes this WSCA Master Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this WSCA Master Price Agreement is consistent with its procurement policies and regulations.

The contract term is Various through 6/30/2014 with possible extensions. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor(s) and the State. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term.

**2. CONTRACT USAGE/RULES**

- a. Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes.
- b. State and local government agency use of WSCA contracts is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges, that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.
- c. Local government agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing [Marilyn.ebert@dgs.ca.gov](mailto:Marilyn.ebert@dgs.ca.gov) or [Wilson.Lee@dgs.ca.gov](mailto:Wilson.Lee@dgs.ca.gov) with the following information:

Local government agency  
Contact name  
Telephone number  
Mailing address  
Facsimile number and email address

- d. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local government agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local government agencies shall be identified within each article.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
MULTIFUNCTIONAL COPIER & RELATED SOFTWARE  
USER INSTRUCTIONS**

**3. AGREEMENT SUMMARY (STD 215)**

State agencies are required to complete the STD 215 for all contracts, regardless of dollar amount. The justification for contracting based on Government Code Section 19130 (see #17) is an important component of the contract documentation. The STD 215 should be maintained in the contract file with other purchase documents. Click on the following link to download the 215 document.

<http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD215%20Rev%204-2002.doc>

**4. DGS ADMINISTRATIVE FEE**

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

**5. STATE CONTRACT ADMINISTRATOR**

Department of General Services, Procurement Division  
Multiple Award Program - WSCA  
707 Third Street, 2nd Floor, MS #202  
West Sacramento, CA 95605-2811

Contact: Cynthia Okoroike  
Phone: 916/375-4389  
Fax: 916/375-4663  
E-Mail: [cynthia.okoroike@dgs.ca.gov](mailto:cynthia.okoroike@dgs.ca.gov)

**6. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE**

Ordering agencies and/or contractors shall inform the State Contract Administrator in a timely manner of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.

To report contractor performance issues, ordering agencies must submit a completed Contract/Contractor Evaluation. If the performance by the contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The following link has instructions for this process <http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf>

**7. WSCA CONTRACT INFORMATION**

See Attachment A for list of awarded contracts and contract Terms and Conditions.

**8. DOLLAR THRESHHOLDS (Local Governments are Exempt)**

- WSCA Program Limitation: Unlimited

All orders are subject to the most current Management Memo (Currently MM 08-05 including supplements, or whichever Management Memo is in effect at the time a purchase order is issued.) Go to DGS/PD web site [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) to obtain a copy of the most current Management Memo

- For all orders under this contract, the ordering agency is not required to obtain three quotes.
- Exempt entities are not subject to these order limits.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
MULTIFUNCTIONAL COPIER & RELATED SOFTWARE  
USER INSTRUCTIONS**

**9. EXECUTING THE PURCHASE ORDER**

**THE WSCA/STATE OF CALIFORNIA CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: <http://www.documents.dgs.ca.gov/osp/pdf/std065.pdf>

The ordering agency defines the project scope to determine which goods and related services are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor. NOTE: CAL-Card (procurement card; i.e. visa) orders are also accepted.

As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

**10. WSCA BASE CONTRACT**

This WSCA contract is based on some or all of the products and/or services and prices from WSCA Multifunctional Copier and Related Software Contract, State of Nevada # 1715.

A copy of the actual WSCA Master Agreement is available on the Internet at:

<http://purchasing.state.nv.us/copiers/wsca.htm>

**11. CONTRACT TERM**

The contract term for the California Participating Addendum is Various through 6/30/2014.

**12. PRICING**

Agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information. See Attachment A for pricing.

**13. ON-LINE ORDERING**

Contact the supplier representative to discuss setting up an online ordering website for your agency. State agencies must still provide a copy of the ordering document to the Department of General Services, Procurement Division. If using a CAL-Card, a copy of the on-line order acknowledgement must be sent in place of the ordering document. **THE AGENCY BILLING CODE MUST BE INCLUDED ON EITHER DOCUMENT (Local Governments are Exempt).**

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
MULTIFUNCTIONAL COPIER & RELATED SOFTWARE  
USER INSTRUCTIONS**

**14. PURCHASE ORDER DISTRIBUTION (Local Governments are exempt)**

For state agencies, copies of the STD. 65 with original signatures, or if using the CAL-Card, copies of the order acknowledgement, must be sent to the Contractor, State Controller and Department of General Services, Procurement Division. .

Department of General Services  
Procurement Division  
Data Entry Unit-Second Floor North  
P.O. Box 989052  
West Sacramento, CA 95798-9052  
IMS: Z-1

State Controller's Office  
3301 C Street  
Sacramento, CA 95814  
Attn: Audit Unit

**15. PAYMENTS AND INVOICES**

**a. Payment Terms**

See WSCA Supplier Contract Information (Attachment A) for Payment Terms.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Local government agencies may make payments according to their statutory requirements.

**b. Payee Data Record (Std. 204)**

Each state accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

**16. TERMINATION**

Any State or Local agency may terminate any order against this agreement upon 30 days notice provided the products or services have not already been accepted. This does not affect the termination clause of the WSCA Master Price Agreement concerning failure to perform or upon mutual consent.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
MULTIFUNCTIONAL COPIER & RELATED SOFTWARE  
USER INSTRUCTIONS**

**ATTACHMENT A**

**WSCA CONTRACT ORDERING INFORMATION**

Contractor Name	Ricoh Americas Corporation
Contract Number	7-09-36-07
Contract Term Dates	12/23/2009 through 6/30/2014
WSCA Master Agreement	<a href="http://purchasing.state.nv.us/copiers/wsca.htm">http://purchasing.state.nv.us/copiers/wsca.htm</a>
CA General Provisions	<a href="http://www.pd.dgs.ca.gov/wsca/MultifunctionalCopier.htm">http://www.pd.dgs.ca.gov/wsca/MultifunctionalCopier.htm</a>
CA Participating Addendum	<a href="http://www.pd.dgs.ca.gov/wsca/MultifunctionalCopier.htm">http://www.pd.dgs.ca.gov/wsca/MultifunctionalCopier.htm</a>
Ordering Address	5 Dedrick Place West Caldwell, New Jersey 07006
Contact	Bart Lemmon
Phone	425/255-0730
Fax	425/228-2115
Email	<a href="mailto:Bart.lemmon@ricoh-usa.com">Bart.lemmon@ricoh-usa.com</a>
Pricing (Website) Category Warranty Delivery Shipping Freight	<a href="http://www.ricoh-usa.com/rmap/wsca/">http://www.ricoh-usa.com/rmap/wsca/</a>
Contractor Ownership Information	Ricoh Americas Corporation is a large business enterprise.
California Seller's Permit	Ricoh Americas Corporation's California Seller's Permit No. is 30676661.  Agencies can verify that this permit is still valid at the following website: <a href="http://www.boe.ca.gov">www.boe.ca.gov</a> .
Payment Terms	Net 45 days
FEIN	22-2783521
CAL-Card Accepted	Ricoh Americas Corporation accepts the State of California credit card (CAL-Card).  A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

## DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

### I. EQUIPMENT LEASE PURCHASE AGREEMENT

#### a. Description of Equipment

- Type or write in serial numbers (When applicable).
- Type the location where the equipment will be located after delivery/installation.

#### b. Terms and Conditions

- Sign and type name and title
- Another individual must attest the signature

#### c. Certificate of Clerk or Secretary

- Date, sign and type in name and title

#### d. Opinion of Counsel

- Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

### II. EXHIBIT A – SCHEDULE OF RENTAL PAYMENTS

- Print Name, and Title
- Sign and Date

### III. EXHIBIT B – EQUIPMENT DESCRIPTION – (WHEN PROVIDED)

- Sign and date
- Print name
- Type in Complete Equipment Description to include serial numbers and location addresses (if applicable).

### IV. TAX DESIGNATION AND COVENANTS

- Initial the appropriate blanks on Item #2 and Item #3
- Date, sign and type in name and title
- Another individual must attest the signature
- **AND:** Clerk or secretary must date, sign and type in title

### V. STATE SPECIFIC ADDENDA – (WHEN PROVIDED) — *Required for: AZ, AR, CO, FL, GA, KS, LA, MI, MN, NC, NJ, NY, OH, TX and OK.*

- Sign and/or Attest when required

### VI. ACCEPTANCE CERTIFICATE

- Enter the date of equipment acceptance and Sign

### VII. 8038 - IRS Form

- Box 2, Enter your Federal ID Number
- Sign, Date and write in Name and Title
- Line 9 & 10 Enter Contact Name and Telephone Number
- The enclosed 8038G or GC Form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in this manner to comply with Internal Revenue Service regulation.

### VIII. CERTIFICATE OF INSURANCE — Both Property and Liability Insurance required to fund

- Attach both Property and Liability Certificates of Insurance showing De Lage Landen Public Finance and/or Its Assigns as "loss payee" and "additional insured", respectively.
- **THE CERTIFICATES MUST ALSO SHOW THE PHYSICAL ADDRESS WHERE THE EQUIPMENT WILL BE LOCATED.**

### IX. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING:

- Resolution of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)
- Original vendor invoice (if applicable)
- Copy of title/MSO listing De Lage Landen Public Finance LLC as 1st lienholder (if applicable)
- First payment check (if applicable) made payable to De Lage Landen Public Finance LLC

### ALL DOCUMENTATION SHOULD BE RETURNED TO:

De Lage Landen Public Finance LLC, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220

Attn: Barbara Wozniak



# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

# Equipment Lease Purchase Agreement

DATED: June 25, 2012

<b>LESSEE</b>	Full Legal Name <b>City of Garden Grove</b>		Phone Number <b>714-741-5000</b>	
	DBA Name (if any)			
	Billing Address <b>11222 Acacia Pkwy</b>	City <b>Garden Grove</b>	State <b>CA</b>	Zip <b>92840</b>

<b>EQUIPMENT INFORMATION</b>	Quantity	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)		
				See Equipment Description Attached as Exhibit B		
Equipment Location (if not same as above)				City <b>Garden Grove</b>	State <b>CA</b>	Zip <b>92840</b>

<b>VENDOR</b>	Vendor Name <b>RICOH AMERICAS CORPORATION</b>		<b>RENTAL PAYMENTS</b>	Rental Payment Periods:	Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.
	Address <b>1123 WARNER AVE STE A</b>			<input type="checkbox"/> Monthly	
	City <b>TUSTIN</b>	State <b>CA</b>		Zip <b>92780</b>	
				<input type="checkbox"/> Semiannually	
				<input type="checkbox"/> Annually	

### TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FOLLOWING PAGES, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE. IN WITNESS OF, Lessor and Lessee have caused this Agreement to be executed in their name by their duly authorized representatives as of the date written above.

<b>LESSOR</b>	Lessor <b>DE LAGE LANDEN PUBLIC FINANCE LLC</b>
	Signature
	Title
	Lease Number <b>PUB 11053</b>

<b>LESSEE SIGNATURE</b>	Lessee <b>City of Garden Grove</b>
	Signature
	Title
	(Seal)
	Attest
	Title

(Terms and Conditions continued on the reverse side of this Agreement.)

### CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that the officer of Lessee who execute the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

<b>OPINION OF COUNSEL</b>	As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.			
	Signature		Date	
	Name		Phone Number	
	Address	City	State	Zip

## ARTICLE I

**Section 1.01. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commencement Date**" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited by Lessor for that purpose with an escrow agent.

"**Equipment**" means the property described on the front of this Agreement, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"**Event of Default**" means an Event of Default described in Section 12.01.

"**Issuance Year**" is the calendar year in which the Commencement Date occurs.

"**Lease Term**" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"**Lessee**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Lessor**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Maximum Lease Term**" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"**Net Proceeds**" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"**Original Term**" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"**Payment Schedule**" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"**Purchase Price**" means the amount set forth on the Payment Schedule as the Purchase Price for the Equipment.

"**Renewal Terms**" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"**Rental Payment Period**" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"**State**" means the state in which Lessee is located.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on the front of this Agreement.

## ARTICLE II

**Section 2.01. Representations and Covenants of Lessee.** Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement

or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**Section 2.02. Certification as to Arbitrage.** Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable

## ARTICLE III

**Section 3.01. Lease of Equipment.** Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

**Section 3.02. Termination of Lease Term.** The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Equipment under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

**Section 3.03. Continuation of Lease Term.** Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

**Section 3.04. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

#### ARTICLE IV

**Section 4.01. Rental Payments.** Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

**Section 4.02. Rental Payments to Constitute a Current Expense of Lessee.** The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

**Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.**

#### ARTICLE V

**Section 5.01. Delivery, Installation and Acceptance of the Equipment.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

**Section 5.02. Enjoyment of Equipment.** Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**Section 5.03. Right of Inspection.** Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 5.04. Use and Maintenance of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

#### ARTICLE VI

**Section 6.01. Title to the Equipment.** During the Lease Term, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01, or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

**Section 6.02. Security Interest.** To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

**Section 6.03. Personal Property.** Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

#### ARTICLE VII

**Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be

used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

**Section 7.02. Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

**Section 7.03. Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

**Section 7.04. Financial Information.** Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

**Section 7.05. Release and Indemnification.** To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

#### ARTICLE VIII

**Section 8.01. Risk of Loss.** Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

**Section 8.02. Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

**Section 8.03. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefrom from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

#### ARTICLE IX

**Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.**

**Section 9.02. Vendor's Warranties.** Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any

such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any Vendor.

#### ARTICLE X

**Section 10.01. Purchase Option.** Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

**Section 10.02. Determination of Fair Purchase Price.** Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment.

#### ARTICLE XI

**Section 11.01. Assignment by Lessor.** Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

**Section 11.02. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

#### ARTICLE XII

**Section 12.01. Events of Default Defined.** Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 12.02. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the then applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

**Section 12.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

#### ARTICLE XIII

**Section 13.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**Section 13.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.04. Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee.

**Section 13.05. Amendments.** This Agreement may be amended in writing by Lessor and Lessee.

**Section 13.06. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.07. Usury.** The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

**Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.**

**Section 13.09. Facsimile Documentation.** Lessee agrees that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

**Section 13.10. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 13.11. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**EXHIBIT B**

**EQUIPMENT LEASE PURCHASE AGREEMENT  
EQUIPMENT DESCRIPTION**

Quantity	Description/Serial No./Model No.	Location
2	Ricoh MP2852SP Copiers with Attachments S/N: _____ S/N: _____	11222 Acacia Pkwy Garden Grove, CA 92840
8	Ricoh MP6001SP Copiers with Attachments S/N: _____ S/N: _____ S/N: _____ S/N: _____ S/N: _____ S/N: _____ S/N: _____	
2	Ricoh MP7001SP Copiers with Attachments S/N: _____ S/N: _____	
1	Ricoh MPC3002 Copier with Attachments S/N: _____	
6	Ricoh MPC5502A Copiers with Attachments S/N: _____ S/N: _____ S/N: _____ S/N: _____ S/N: _____	
1	Ricoh PRO1107EX Copier with Attachments S/N: _____	
1	Ricoh C651EX Copier with Attachments S/N: _____	

<b>LESSEE SIGNATURE</b>	Legal Name of Lessee <u>City of Garden Grove</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

<b>LESSOR SIGNATURE</b>	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
	Lease Number <u>PUB 11053</u>

10PFDOC170v1

## TAX DESIGNATIONS AND COVENANTS

1. The covenants and designations hereinafter set forth are intended to be, and hereby are, incorporated into the Equipment Lease Purchase Agreement, dated June 25, 2012 (the "Agreement"), between De Lage Landen Public Finance LLC ("Lessor") and City of Garden Grove ("Lessee"), and except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning herein as in the Agreement. The Commencement Date of the Agreement is or will be in the calendar year 2012 (the "Issuance Year").

2. Bank Qualification. Lessee initial here if this provision is applicable: \_\_\_\_\_  
 Lessee initial here if this provision is NOT applicable: \_\_\_\_\_

(a) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3)bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year, including the Agreement, is not reasonably expected to exceed \$10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of "qualified tax-exempt obligations" (including the Agreement but excluding private activity bonds other than qualified 501(c)(3)bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

3. Small Issue Arbitrage Rebate Exception. Lessee initial here if this provision is applicable: \_\_\_\_\_  
 Lessee initial here if this provision is NOT applicable: \_\_\_\_\_

(a) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected.

<b>LESSEE</b>	Lessee Name <u>City of Garden Grove</u>	
	Signature _____	Date _____
	Title _____	

Attest Signature: \_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

### CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that (i) the foregoing Tax Designations and Covenants were adopted and approved by action of the governing body of Lessee at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, (ii) the officer of Lessee who executed the foregoing Tax Designation and Covenants on behalf of Lessee and whose genuine signature appears thereon is the duly qualified and acting officer of Lessee as stated beneath his or her signature, and (iii) said officer has been authorized to execute the foregoing Tax Designations and Covenants on behalf of Lessee.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

# ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: \_\_\_\_\_ Phone Number: \_\_\_\_\_

1) Please clarify legal name of proposed lessee? City of Garden Grove

2) Is any equipment to be leased replacing any existing equipment? (If No, proceed to question 3) .....  Yes  No

What percentage of the equipment to be leased is replacement? \_\_\_\_\_ %

How long was the existing equipment in use?  1-3 yrs  3-5 yrs  5+ yrs

Why is the existing equipment being replaced? \_\_\_\_\_

3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)

\_\_\_\_\_  
\_\_\_\_\_

4) Was the equipment/lease placed for competitive bid? .....  Yes  No

If No, why was a bid not required?

Covered under state contract (Contract name and # \_\_\_\_\_)

Size of transaction does not require competitive bid (What documentation \_\_\_\_\_)

Transaction exempt from bidding process pursuant to current statutes (statute # \_\_\_\_\_)

(Please attach copy of statute if available)

Other \_\_\_\_\_

5) What is the source of funds for repayment of this obligation?

Local Property Taxes

State Unrestricted Revenues

Federal Financial Assistance

Chapter I

Chapter II

Other \_\_\_\_\_

Other \_\_\_\_\_

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? .....  Yes  No

If No, why is the obligation not included in an approved budget? \_\_\_\_\_

7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

To the best of your knowledge, have you ever non-appropriated funds in the past? .....  Yes  No

If Yes, please provide details \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8) What is required on the invoice for prompt payment? \_\_\_\_\_

Completed By:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

# ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: Equipment Lease Purchase Agreement dated as of June 25, 2012, between **De Lage Landen Public Finance LLC**, as Lessor, and City of Garden Grove, as Lessee.

In accordance with the Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee City of Garden Grove
	Signature _____ Date _____
	Print Name _____
	Title _____

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# BILLING INFORMATION

## PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for De Lage Landen Public Finance LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
(Name of individual who will process payments)

Telephone Number: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Primary Contact Number: \_\_\_\_\_

## INSURANCE INFORMATION

Insurance Agent: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

This form completed by: \_\_\_\_\_  
(Name and Title)

## CONTACT INFORMATION FOR 8038 FILINGS

Contact Name: \_\_\_\_\_ with Title: \_\_\_\_\_

Contact Address: \_\_\_\_\_ with Email: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

08PFDOC086v1

**Information Return for Tax-Exempt Governmental Obligations**

> Under Internal Revenue Code Section 149(e)  
> See separate instructions.  
Caution: If the issue price is under \$100,000, Use Form 8038-GC

<b>Part I</b>		<b>Reporting Authority</b>	<b>If Amended Return, check here</b> <input type="checkbox"/>	
1 Issuer's Name City of Garden Grove		2 Issuer's employer identification number (EIN)		
3 Number and street (or P.O. box if mail is not delivered to street address) 11222 Acacia Pkwy		Room/Suite	4 Report number (For IRS Use Only)	
5 City, town, or post office, state and ZIP code Garden Grove, CA 92840		6 Date of issue		
7 Name of Issue Equipment Lease Purchase Agreement dated June 25, 2012		8 CUSIP Number		
9 Name and title of officer or legal representative whom the IRS may call for more information		10 Telephone number of officer or legal representative		

<b>Part II</b>		<b>Type of Issue (check applicable box(es) and enter the issue price)</b> See instructions and attach schedule
11 <input type="checkbox"/> Education	11	
12 <input type="checkbox"/> Health and hospital	12	
13 <input type="checkbox"/> Transportation	13	
14 <input type="checkbox"/> Public safety	14	
15 <input type="checkbox"/> Environment (including sewage bonds)	15	
16 <input type="checkbox"/> Housing	16	
17 <input type="checkbox"/> Utilities	17	
18 <input type="checkbox"/> Other. Describe >	18	\$398,331.86
19 If obligations are TANs or RANs, check box 19a <input type="checkbox"/> If obligations are BANs, check box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

<b>Part III</b>		<b>Description of Obligations (Complete for the entire issue for which this form is being filed)</b>		
	(a) Final Maturity date	(b) Issue Price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21	03/25/2017	\$398,331.86		Years
				(e) Yield
				3.69 %

<b>Part IV</b>		<b>Use of Proceeds of Bond Issue (including underwriters' discount)</b>		
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$398,331.86	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29	\$0.00	
30	Nonrefunding proceed of the issue (subtract line 29 from line 23 and enter amount here)	30		

<b>Part V</b>		<b>Description of Refunded Bonds (Complete this part only for refunding bonds)</b>	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	>	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	>	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	>	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	>	

<b>Part VI</b>		<b>Miscellaneous</b>	
35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
	b Enter the final maturity date of the GIC >		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	
	b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer > _____ and the date of the issue > _____		
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	>	<input type="checkbox"/>
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	>	<input type="checkbox"/>
40	If the issuer has identified a hedge, check box	>	<input type="checkbox"/>

**Signature and Consent**

Under the penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

<b>Paid Preparer's Use Only</b>	Preparer's signature >	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code >	EIN	Phone no.	

# Instructions for Form 8038-G

(Rev. May 2010)

## Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury  
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
--	--

\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

#### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Enter at the top of the form "Request for Relief under Section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* below.

#### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely

mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

#### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit) and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

#### Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at [TaxExemptBondQuestions@irs.gov](mailto:TaxExemptBondQuestions@irs.gov) and put "Form 8038-G Question" in the subject line. In the email include a

description of your question, a return email address, the name of a contact person, and a telephone number.

#### Definitions

**Tax-exempt obligation.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue price.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are

issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at [www.irs.gov](http://www.irs.gov). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Line 4.** This line is for IRS use only. Do not make any entries in this box.

**Line 6.** The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue.

**Line 7.** If there is no name of the issue, please provide other identification of the issue.

**Line 8.** Enter the CUSIP (Committee of Uniform Securities Identification Procedure) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

**Lines 9 and 10.** Enter the name, title, and telephone number of the officer of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person here.

**Note.** By authorizing a person other than an authorized officer of the issuer to communicate with the IRS and whom the IRS may call for more information with respect to this return, the issuer authorizes the IRS to communicate directly with the individual listed in line 9 and consents to the disclosure of the issuer's return information to that individual, as necessary, in order to process this return.

### Part II—Type of Issue



*Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* on page 1). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Check the box on this line only if lines 11 through 17 do not apply. Enter a description of the issue in the space provided.

**Line 19.** If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

### Part III—Description of Obligations

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* on page 1.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

**Part IV—Uses of Proceeds of Bond Issue**

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

**Line 28.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

**Part V—Description of Refunded Bonds**

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

**Part VI—Miscellaneous**

**Line 35.** An allocation of volume cap is required if the nonqualified amount with respect to the issue exceeds \$15 million

but does not exceed the amount which would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue are or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC.

**Line 37a.** Enter the amount of this issue used to fund a loan to another governmental unit, the interest of which is tax-exempt.

**Line 39.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

**Line 40.** Check this box if the issuer identified a hedge on its books and records in accordance with Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5). These regulations permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

**Signature and Consent**

An authorized officer of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If authority is granted in line 9 for the IRS to communicate with a person other than an officer of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

**Paid Preparer**

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge

the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

**Privacy Act and Paperwork Reduction Act Notice.**

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws. Section 6109 requires paid preparers to provide their identifying number.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form .....	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS .....	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:M:P:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this office. Instead, see *Where To File* on page 1.

EXHIBIT A TO  
EQUIPMENT LEASE PURCHASE AGREEMENT  
LEASE PAYMENT SCHEDULE

LESSOR: De Lage Landen Public Finance LLC

LESSEE: City of Garden Grove

LEASE NUMBER: PUB 11053

LEASE COMMENCEMENT DATE: June 25, 2012

	Date	Payment	Interest	Principal	Balance	Purchase Price
Loan	06/25/2012	0.00	0.00	0.00	398,331.86	0.00
1	06/25/2012	21,701.12	0.00	21,701.12	376,630.74	384,163.35
2	09/25/2012	21,701.12	3,473.44	18,227.68	358,403.06	365,571.12
3	12/25/2012	21,701.12	3,305.34	18,395.78	340,007.28	346,807.43
4	03/25/2013	21,701.12	3,135.69	18,565.43	321,441.85	327,870.69
5	06/25/2013	21,701.12	2,964.47	18,736.65	302,705.20	308,759.30
6	09/25/2013	21,701.12	2,791.67	18,909.45	283,795.75	289,471.67
7	12/25/2013	21,701.12	2,617.28	19,083.84	264,711.91	270,006.15
8	03/25/2014	21,701.12	2,441.28	19,259.84	245,452.07	250,361.11
9	06/25/2014	21,701.12	2,263.66	19,437.46	226,014.61	230,534.90
10	09/25/2014	21,701.12	2,084.40	19,616.72	206,397.89	210,525.85
11	12/25/2014	21,701.12	1,903.49	19,797.63	186,600.26	190,332.27
12	03/25/2015	21,701.12	1,720.90	19,980.22	166,620.04	169,952.44
13	06/25/2015	21,701.12	1,536.64	20,164.48	146,455.56	149,384.67
14	09/25/2015	21,701.12	1,350.67	20,350.45	126,105.11	128,627.21
15	12/25/2015	21,701.12	1,162.99	20,538.13	105,566.98	107,678.32
16	03/25/2016	21,701.12	973.58	20,727.54	84,839.44	86,536.23
17	06/25/2016	21,701.12	782.42	20,918.70	63,920.74	65,199.15
18	09/25/2016	21,701.12	589.50	21,111.62	42,809.12	43,665.30
19	12/25/2016	21,701.12	394.80	21,306.32	21,502.80	21,932.86
20	03/25/2017	21,701.12	198.32	21,502.80	0.00	0.00
Grand Totals		434,022.40	35,690.54	398,331.86		

*The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. The Lessor will make every reasonable effort to maintain the payment terms presented above, however certain of these terms may need to be revised prior to closing. The interest rate offer made by Lessor to Lessee is subject to indexation and may need to be adjusted in the event financial market conditions deteriorate. If any such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed that a revised version of the amortization schedule reflecting these changes will be executed prior to closing*

APPROVED:

City of Garden Grove

SIGNATURE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

**De Lage Landen Public Finance LLC**

INVOICE# ADV051012  
 REFERENCE # PUB 11053  
 CUSTOMER # 612420  
 INVOICE DATE: 05/10/2012  
 DUE DATE: 06/25/2012  
 TOTAL DUE \$21,701.12

- Check here if your billing or Equipment Location has changed or is incorrect.  
 Please note changes on the reverse side.  
 Payments sent without a copy of this invoice may be subject to a delay in processing.
- Please do not send correspondence to this address.

➤ Make check payable to :

De Lage Landen Public Finance, LLC  
 REF # PUB 11053  
 1111 OLD EAGLE SCHOOL RD.  
 WAYNE, PA 19087

**INVOICE**

INVOICE DATE	INVOICE #	REFERENCE #	CUSTOMER
05/10/2012	ADV051012	PUB 11053	
P.O. NUMBER		EQUIPMENT DESCRIPTION	
		SEE BELOW	
EQUIPMENT LOCATION			
City of Garden Grove			

CUSTOMER SERVICE 800-935-9439

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
Ricoh Copiers	06/25/2012	\$21,701.12
TOTAL DUE		\$21,701.12

**FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT**

**RICOH**

## ORDER AGREEMENT

### RICOH BUSINESS SOLUTIONS

DATE: 5/8/2012		TYPE OF SALE:	
AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED			
<b>SHIP TO</b>		<b>BILL TO</b>	
Salesrep Name and Number: Nazzareno Tari		Salesrep Name and Number: Nazzareno Tari	
Install Branch Number: 22014560	Install Branch Name: 22014560	Order Taking Branch Number: 22014560	Order Taking Branch Name: 22014560
Account Number:		Account Number:	
Customer Name: City of Garden Grove (Attachment "A" Locations)		Customer Name: City of Garden Grove	
Address Line1: 11222 Acacia Pkwy		Address Line1: 11222 Acacia Pkwy	
Address Line2:		Address Line2:	
City: Garden Grove		City: Garden Grove	
County: Orange	ST/ZIP: CA / 92842	County: Orange	ST/ZIP: CA / 92842
Contact: Charles Kallil		Contact: Account Payable	
Phone/Fax: 714-741-5095 / 714-741-5205		Phone/Fax: 714-741-5095 / 714-741-5205	
email: charlesk@ci.garden-grove.ca.us		email: charlesk@ci.garden-grove.ca.us	
<b>BILLING INFORMATION</b>			
Lease Approval #	Party #	NATL/GSA Contract # WSCA #1715	Tax Exempt #
Billing Method Arrears	Bill Start Date	PO #	PO Limit \$0.00
			PO Expire Date

<b>SERVICE INFORMATION</b>			
Meter Collection Method @ Remote	Service Location	Service Term 60	Service Zone 01
Meter Frequency Quarterly	Bill Frequency Quarterly	Lease Service Billed Separately	Monthly Minimum Meter 0

Product ID	Description	Quantity
MP2852SP-RC	Aficio MP 2852SP	
415768	Ricoh Aficio MP 2852SP	2
416337	FAC52 Cabinet	2
415799	Finisher SR3070	2
006428MIU	ESP XG-PCS-15D	2
415798	Bridge Unit BU3050	2
PS-CONN2	Network Connect - Seg 2	2
415836	Fax Option Type 3352	2
SVC-BRONZE PLUS	Labor, Parts, Black Toner, Staples Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0076 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	2
RMP6001	Aficio MP 6001	
414787	Aficio MP 6001	8
404230	VM Card Type J	8
414954	Printer/Scanner Unit Type 9001	8
414957	SR4030 Finisher	8
004048MIU	Ricoh Print Driver CD Type 9001	8





Quote: 999687

## ORDER AGREEMENT

### RICOH BUSINESS SOLUTIONS

414945	Fax Option Type 9001	8
006429MIU	ESP XG-PCS-20D	8
PS-CONN4	Network Connect - Seg 4	8
SVC-BRONZE PLUS	Labor, Parts, Black Toner Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0045 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	8
RMP7001	Aficio MP 7001	
414789	Aficio MP 7001	2
404230	VM Card Type J	2
414954	Printer/Scanner Unit Type 9001	2
414957	SR4030 Finisher	2
004048MIU	Ricoh Print Driver CD Type 9001	2
414945	Fax Option Type 9001	2
006429MIU	ESP XG-PCS-20D	2
PS-CONN5	Network Connect - Seg 5	2
SVC-BRONZE PLUS	Labor, Parts, Black Toner, Staples Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0044 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	2
MPC3002-RC	Aficio MP C3002	
416035	Aficio MP C3002	1
416337	FAC52 Cabinet	1
415799	Finisher SR3070	1
006428MIU	ESP XG-PCS-15D	1
PS-CONNBC3	Network Connect - Seg BC3	1
415988	Bridge Unit BU3060	1
415991	Fax Option Type C5502	1
SVC-SILVER PLUS	Labor, Parts, Black Toner, Color Toner, Staples Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0075 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0480 IN EXCESS OF 0.0 PER QUARTER.	1
MPC5502A-RC	Aficio MP C5502A	
416077	Aficio MP C5502A	6
415793	Paper Feed Unit PB3130	6
415998	Postscript3 Unit Type C5502	6
416008	Finisher SR3120	6



Quote: 999687

## ORDER AGREEMENT

### RICOH BUSINESS SOLUTIONS

006428MIU	ESP XG-PCS-15D	6
415988	Bridge Unit BU3060	6
PS-CONNBC4	Network Connect - Seg BC4	6
415991	Fax Option Type C5502	6
SVC-SILVER PLUS	Labor, Parts, Black Toner, Color Toner, Staples Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.007 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0450 IN EXCESS OF 0.0 PER QUARTER.	6
RPRO1107EX	Pro 1107EX	
404189	Pro 1107EX	1
404220	LCIT RT5030	1
412983	PU5000 Punch Unit	1
413102	CF5010 Cover Feeder	1
415681	DataOverwriteSecurityUnit Type HM-E	1
404230	VM Card Type J	1
404271	TCRU Type 907/1107	1
412974	BY5000 Multi Bypass Tray	1
404196	Print/Scanner Unit Type 1357	1
412981	SR5000 Finisher	1
002660MIU	Digital QC 208/20	1
PS-CONN6	Network Connect - Seg 6	1
SVC-BRONZE PLUS	Labor, Parts, Black Toner Toner included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0033 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	1
RPRO1357EX	Pro 1357EX	
404192	Pro 1357EX	1
404220	LCIT RT5030	1
404087	CI5010 Cover Interposer	1
404305	Booklet Maker BK5010e	1
404299	Trimmer TR5010e	1
413105	BK5010 Rail Unit	1
415681	DataOverwriteSecurityUnit Type HM-E	1
404230	VM Card Type J	1
404273	TCRU Type 1357	1



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## ORDER AGREEMENT

### RICOH BUSINESS SOLUTIONS

404300	Book Folder BF5010e	1
404196	Print/Scanner Unit Type 1357	1
412981	SR5000 Finisher	1
002660MIU	Digital QC 208/20	1
PS-CONN6	Network Connect - Seg 6	1
SVC-BRONZE PLUS	Labor, Parts, Black Toner, Staples Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0031 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0 IN EXCESS OF 0.0 PER QUARTER.	1
RPROC651EX	Pro C651EX	
404447	Ricoh Pro C651EX	1
002660MIU	ESP Digital QC 208/20 PowerFilter	1
404387	Multi Bypass Tray BY5010	1
404388	LCIT RT5060	1
404087	Cover Interposer Tray CI5010	1
404405	Color Controller E-41A	1
404396	Finisher SR5030	1
412203	Tab Sheet Holder Type 3260	1
404336	EFI See Quence Impose	1
415317	EFI Server Graphic Arts Package	1
005696908MIU	Color Profiler v3 w/ES1000 UV PPB	1
404440	TCRU/ORU TPYE C751 (Set A)	1
404442	TCRU/ORU TPYE C751 (Set B)	1
PS-CONN6	Network Connect - Seg 6	1
SVC-SILVER PLUS	Labor, Parts, Black Toner, Color Toner, Staples Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0052 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.040 IN EXCESS OF 0.040 PER QUARTER. 11X17 charge at double the "letter size" click rates.	1
	Removal of existing Ricoh equipment	1
	Ricoh to pay 6 remaining payments of current lease July 2012 thru December 2012	1

Message: WSCA Contract #1715, Lease Public Finance (DLL), Ricoh to deliver and install new equipment, Ricoh to remove existing equipment.		<b>Sales Sub Total</b> \$368,134.57	<b>Service Sub Total</b> \$0.00
<b>Sub Total</b> \$369,681.57	<b>Taxes</b> \$28,650.32	<b>Order Total</b> \$398,331.89	<b>Less Down Payment</b> \$0.00
			<b>Amount Due</b> \$398,331.89
<i>If no amount of taxes is shown above, applicable tax amounts will be determined and reflected on each invoice. In addition, any taxes shown above are estimated. Actual tax amounts, which may differ from the amounts stated above, will be determined and reflected on the invoice.</i>			



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# ORDER AGREEMENT

## RICOH BUSINESS SOLUTIONS

LEASE PAYMENT SCHEDULE			
Number of Payments	60	Payment Frequency	Quarterly
Payment Amount	\$21,701.12	Contract Term	60
Plus Tax	\$0.00		
Total Payment Amount	\$21,701.12	End of Lease Option	\$1.00 Purchase Option
Advance Payment Amount	\$0.00		

IMPORTANT: READ BEFORE SIGNING. THE GENERAL TERMS AND CONDITIONS AND MAINTENANCE TERMS AND CONDITIONS OF THE ORDER AGREEMENT AND THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. CHANGES MADE BY RICOH PERSONNEL OR ANYONE ELSE DO NOT BECOME PART OF YOUR AGREEMENT. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT. THIS AGREEMENT IS NOT CANCELLABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THE AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS IT IS EXECUTED BY US. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

Accepted: RICOH AMERICAS CORPORATION 5 DEDRICK PLACE WEST CALDWELL, NJ 07006		Customer Name: City of Garden Grove	
By:	Title:	By:	Title:
Date Accepted:		Date Signed:	
Customer acknowledges that it has received copies of the Terms and Conditions of Sale or Lease Agreement and Maintenance Agreement, as applicable to this Order Agreement and acknowledges that such Terms and Conditions are incorporated into this Order Agreement.			

### UNCONDITIONAL GUARANTY

In consideration of Ricoh entering into the above Order Agreement (the "Agreement") in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Ricoh, its successors and assigns, the prompt payment and performance of all obligations under the above Agreement, which shall include all payments due under any Lease Agreement. The undersigned agree that (a) this is a guaranty of payment and not of collection, and that Ricoh can proceed directly against the undersigned without disposing of any security or seeking to collect from Customer, (b) the undersigned waive all defenses and notices, including those of protest, presentment and demand, (c) Ricoh may renew, extend or otherwise change the terms of the Agreement without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Ricoh's costs of enforcement and collection. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY. THIS GUARANTY WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

Personal: By: _____ (Individually) Address: _____ Social Security Number: _____ Date of Birth (MM/DD/YYYY): _____ Witness: _____	Personal: By: _____ (Individually) Address: _____ Social Security Number: _____ Date of Birth (MM/DD/YYYY): _____ Witness: _____
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