

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND UBEO WEST, LLC

This Amendment to Agreement Number 2025-187, dated June 30th, 2025, (the “Agreement”) by and between the County of Tehama, through its Sheriff’s Office (County) and UBEO West, LLC (Contractor) for the purpose of providing the lease and maintenance of 8 multifunctional devices (copier/printer/scanner/fax) and 8 printers to the Tehama County Sheriff’s Office, shall be amended pursuant to Section 7 as follows:

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this Agreement on 30 days’ written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.

County warrants that it has funds available to make all payment payable pursuant to the Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The Department shall request from its legislative body or funding authority funds in its annual budget to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessor for the Equipment, County may, upon prior written notice to Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to Lessor, at County’s

expense and in accordance with this Agreement, and thereupon, County shall be released of its obligation to make Payments to Lessor due thereafter, provided: (1) the Equipment is returned to Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to Lessor under the Agreement. In the event County returns the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by County. County's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of County for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of County under County's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by County of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The County's right to terminate this Agreement may be exercised by the Sheriff.

It is mutually agreed that all other terms and conditions of Agreement Number 2025-187 shall remain in full force and effect.

<<Signature page to immediately follow>>

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Sheriff-Coroner Dave Kain

Date: _____

Chairman, Board of Supervisors

UBEO WEST, LLC

Date: 07/14/2025



John Allegos (Jul 14, 2025 07:22 PDT)
Authorized Agent

Agreement #: _____

134948
Vendor Number

2027-53250
Budget Account Number

dowen@ubeo.com
Vendor/Contractor Email Address

(530) 226-4424
Vendor/Contractor Phone Number


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Final Audit Report


2025-07-14


Created:	2025-07-14
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
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 Signer jgallegos@ubeo.com entered name at signing as John Gallegos
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 Document e-signed by John Gallegos (jgallegos@ubeo.com)
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 Agreement completed.
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