## AMENDMENT #6 TO CONTRACT NO. BEL10404 WITH RAY MORGAN COMPANY

**THIS AMENDMENT** is executed this 23<sup>rd</sup> day of June, 2015 by and between RAY MORGAN COMPANY and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled AGREEMENT FOR EQUIPMENT LEASING AND SERVICE executed on August 10, 2010 and subsequently amended on January 5, 2011; May 6, 2011; July 26, 2012; July 1, 2013; and December 17, 2013.

**WHEREAS**, the parties desire to amend their agreement to extend the contract period for approximately fifty four months, through June 30, 2020; and to provide for changes in the items of equipment to be leased and for which software and maintenance services are to be provided;

## NOW, THEREFORE, the parties hereto agree as follows:

- 1. That the period performance of the Agreement is extended through June 30, 2020.
- 2. That the Schedule of Equipment, Exhibit "A" is amended as indicated on the attached "Exhibit A-6," resulting in a decrease in the equipment lease cost of \$4,394.92 per month, to \$7,850.94 per month.
- That the lease costs described herein are inclusive of all RMC charges for labor, transportation, and other expenses required to remove old equipment, deliver and install new equipment, configure new equipment, train County users on new equipment.
- 4. That RMC shall upgrade the the eCopy and Uniflow software licensed under the Agreement to the most current version.
- 5. That the obligations of the parties with respect to the additions, deletions, and changes in monthly lease costs as described on "Exhibit A-6" shall be effective as of the date the subject equipment or software was put into service, or will be put into service, by Contractor.
- 6. That section 13 of the contract, "Assignment and Subcontracting," is amended to read as follows:

Except as specifically provided herein, or as may be occasioned by the assignment of RMC's financing for the assets leased by RMC to County hereunder, the rights, responsibilities, duties and services to be performed under this Agreement are personal to RMC and may not be transferred, subcontracted, or assigned without the prior written consent of County.

In the event of assignment due to RMC's refinancing of said assets, said assignment shall pertain only to the stream of lease payments. At all times, RMC shall be responsible for billing, servicing, and any related products and services associated with the equipment covered under this Agreement.

RMC shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein to the extent such insurance provisions are required of RMC under this Agreement. Failure of RMC to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

- 7. That Maintenance Rates applicable to the Agreement shall be as described in Exhibit "E-6" of this Amendment. RMC may increase the maintainance rates by an amount not to exceed three percent (3%) per year on any model that has been in service for five years or more.
- 8. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF NEVADA
By:	By: Honorable Edward C. Scofield
	Chair of the Board of Supervisors
ATTEST:	RAY MORGAN COMPANY:
By: Julie Patterson Hunter	By: Mike Wysong
Clerk of the Board of Supervisors	Executive Vice President

County Location Ref. #         County Machine Name           Ref. #         ap1           8         as8           11         au7           38         cb5           21         cc1           47         pl3           3         cp1           41         bh-odyssey2           12         da1           31         da3           da6         da4           34         da9           71         dt17           17         e2           46         eh4           68         el7           53         fa2           19         fs18           28         gs1           2         hc2           15         is3           7         jh2           20         if2           35         li1           4         pb1           14         pb2           30         pb3           13         pd6           43         cd1 (was           pl3)         ps1           39         rc4           18         sd-admin <tr< th=""><th></th><th></th><th></th><th></th><th></th><th></th><th>Amendm</th><th></th><th></th><th></th><th></th><th>Amendmen</th><th></th><th></th></tr<>							Amendm					Amendmen		
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11         au7           38         cb5           21         cc1           47         pl3           3         cp1           41         bh-odyssey2           12         da1           31         da3           da-new         32           34         da9           71         dt17           17         e2           46         eh4           68         el7           53         fa2           19         fs18           28         gs1           2         hc2           15         is3           7         jh2           20         lf2           35         li1           54         pb1           14         pb2           30         pb3           13         pd6           43         cd1 (waspl3)           23         ps1           39         rc4           18         sd-admin           61         SF03           67         sf21           59         sf28           60         <	p1	60121	IR3225	х		х			\$	126.08			\$ (83.96)	
38	s8	78540	IR3235i	х	X	х		_	\$	195.01	IR3235i	IRA4235	\$ 29.02	\$ 224.03
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21		73760	IRA8095	X	X	X	X		\$	296.14			\$ (120.85)	
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19		64697	IR3235i	X	Х	Х		Х	\$	218.17	IR3235i	IRA4245	\$ 56.07	\$ 274.24
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43	b3	78554	IR3235i	X	Х	Х			\$	195.01			\$ (115.49)	\$ 79.52
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56         sf-spu           27         so13           66         so16           16         so2           10         so3           25         wp29           51         so5           36         so6           37         st1           9         tc7           33         th3           69         va1           58         wc3           50         wp15	29	78849	IR3225						\$	200.35	IR3225		\$ (200.35)	
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4   WDZ1	_						-	-			IR3235i	IRA500iF	\$ (47.35	
	_	78550	IR3235i	X	X	X	-	<del>                                     </del>	\$	195.01		IRA4235	\$ 29.02	
44 wp2		78549	IR3235i	X	X	X	- V	-	\$	195.01			\$ (115.49	
5 wp4	_	76122	*IRA5030	X	X	X	X		\$	17.65		IDA 400:5	\$ 13.56	
1 wp8	_	78553	IR3235i	X	X	X			\$		IR3235i	IRA400iF	\$ (60.76	
6 sd-wbcf Total:	MDCL	76203	IR3235i 57	X 48	44	X 5:	2 6		\$	227.92 2,245.86		Net Change	\$ (140.25	

<sup>\*</sup>wp4 and wc3 are County-owned

Exhibit E-6

Metered usage of printing, copying, and incoming faxes shall be charged at the following rates:

Model	B/W	Color
IR3225	\$ 0.01320	
IR3230	\$ 0.01068	
IR3235i	\$ 0.01068	
IRA400iF	\$ 0.01068	
IRA500iF	\$ 0.01068	
IRA4225	\$ 0.01068	
IRA4235	\$ 0.01068	
IRA4245	\$ 0.01068	
IRA6055	\$ 0.00527	
IRA6255	\$ 0.00527	
IRA8085	\$ 0.04970	
IRA8095	\$ 0.00497	
IRAC5030	\$ 0.01080	\$ 0.06320
IRAC5035	\$ 0.01080	\$ 0.06320
IRAC5235A	\$ 0.00853	\$ 0.05870
IRAC5250	\$ 0.00853	\$ 0.05870