



RESOLUTION No. 15-289

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH RAY MORGAN COMPANY FOR EQUIPMENT LEASING AND SERVICE

WHEREAS, by Resolution 10-404, the Board of Supervisors approved an Agreement with Ray Morgan Company for leasing and service of office equipment for the period August 10, 2010 through December 31, 2015, which contract was amended by the County Purchasing Agent under the authority granted by the Board of Supervisors under said Resolution; and

WHEREAS, the County Purchasing Agent and Chief Information Officer recommend that the Agreement be extended through June 30, 2020 and amended to upgrade approximately one-third of the items of equipment covered in the Agreement and to reduce the monthly lease cost on the remaining items of equipment to reflect their current fair market value.

THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, approves, and that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, Amendment No. 6 to that certain Agreement with Ray Morgan Company dated August 10, 2010, providing for an extension of the period of performance through June 30, 2020 and a reduction in the monthly lease cost of \$4,395 per month, to \$7,851 per month, plus applicable sales tax, and which provides for variable monthly maintenance expenses estimated to not exceed \$5,149 per month, for a total estimated monthly expense of \$13,000.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to execute amendments to this contract up to an aggregate increase of ten (10) percent as may be necessary to change equipment and services to meet the needs of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of June, 2015, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller,
Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Edward C. Scofield, Chair

6/23/2015 cc: IGS*
RMC
AC*

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

THIS AMENDMENT is executed this 23rd 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.
3. 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

By: 

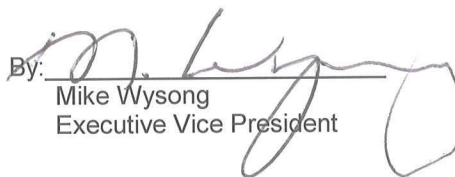
COUNTY OF NEVADA

By: 
Honorable Edward C. Scofield
Chair of the Board of Supervisors

ATTEST:

By: 
Julie Patterson Hunter
Clerk of the Board of Supervisors

RAY MORGAN COMPANY:

By: 
Mike Wysong
Executive Vice President

Amendment #5 to Contract No. BEL10404 with Ray Morgan Company
Exhibit A-6

County Location Ref. #	County Machine Name	RMC Machine ID	Configuration and Cost as of Amendment #5							Amendment #6			New Monthly Lease Cost
			Canon Model #	Fax Board	Badge Reader	eCopy	Proxy Card Holder	Side Paper Deck	Monthly Lease Cost	Delete	Add	Change in Monthly Lease Cost	
22	ad1	78543	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
24	ap1	60121	IR3225	X		X			\$ 126.08			\$ (83.96)	\$ 42.12
8	as8	78540	IR3235i	X	X	X			\$ 195.01	IR3235i	IRA4235	\$ 29.02	\$ 224.03
11	au7	79022	IR3235i	X	X	X			\$ 195.01	IR3235i	IRA4225	\$ 0.09	\$ 195.10
38	cb5	73760	IRA8095	X	X	X	X		\$ 296.14			\$ (120.85)	\$ 175.29
21	cc1	76062	IRA5035	X	X	X			\$ 259.93	IRA5035	IRAC5235A	\$ 31.78	\$ 291.71
47	pl3	76151	IRAC5051		X	X			\$ 322.05	IRAC5051	IRAC5250	\$ 71.62	\$ 393.67
3	cp1	76201	IR3235i	X	X				\$ 195.01	IR3235i	IRAC5235A	\$ 76.24	\$ 271.25
41	bh-odyssey2	78534	IR3235i	X	X				\$ 195.01	IR3235i	IRA400iF	\$ (81.08)	\$ 113.93
12	da1	79021	IRA5051	X		X			\$ 354.96	IRA5051	IRAC5250	\$ 38.71	\$ 393.67
31	da3	78555	IRA5035	X		X			\$ 302.17			\$ (196.11)	\$ 106.06
	da-new			X	X	X					IRA4235	\$ 276.97	\$ 276.97
32	da6	79020	IR3235i	X		X			\$ 227.92			\$ (139.87)	\$ 88.05
34	da9	64673	IR3230	X		X			\$ 388.25			\$ (305.47)	\$ 82.78
71	dt17	78568	IR3235i		X	X			\$ 186.31			\$ (108.95)	\$ 77.36
17	e2	84672	IRA8095		X	X			\$ 315.62			\$ (206.22)	\$ 109.40
46	eh4	79013	IR3235i		X	X			\$ 186.31	IR3235i		\$ (186.31)	\$ -
68	el7	64697	IR3235i	X	X	X	X		\$ 218.17	IR3235i	IRA4245	\$ 56.07	\$ 274.24
53	fa2	78562	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
19	fs18	78578	IR3235i	X	X	X			\$ 324.32			\$ (212.77)	\$ 111.55
28	gs1	76202	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
2	hc2	78537	IR3235i	X	X	X			\$ 195.01	IR3235i	IRAC5235A	\$ 31.89	\$ 226.90
15	is3	76150	IRA5030	X	X	X	X		\$ 264.78			\$ (167.98)	\$ 96.80
7	jh2	76153	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
20	lf2	78539	IR3235i		X	X			\$ 186.31			\$ (108.95)	\$ 77.36
35	li1	76063	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
54	pb1	79019	IRA5030	X	X	X	X		\$ 264.78	IRA5030	IRAC5235A	\$ 26.93	\$ 291.71
14	pb2	76095	IR3235i	X	X	X			\$ 195.01	IR3235i	IRAC5235A	\$ 96.70	\$ 291.71
30	pb3	78554	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
13	pd6	76094	IR3235i	X	X				\$ 195.01	IR3235i		\$ (135.81)	\$ 59.20
43	cd1 (was pl3)	73342	IRA8095	X	X	X	X		\$ 315.62	IRA8095	IRAC5250	\$ (206.22)	\$ 109.40
23	ps1	83362	IR6055B	X		X			\$ 317.99	IR6055B	IRA6255	\$ 77.85	\$ 395.84
39	rc4	78708	IR3235i	X	X	X	X		\$ 218.17			\$ (132.91)	\$ 85.26
18	sd-admin	86036	IRCA6055			X			\$ 267.41			\$ (169.96)	\$ 97.45
61	SF03	78751	IR3235i			X			\$ 176.98			\$ (101.93)	\$ 75.05
67	sf21	78579	IR3235i	X		X			\$ 185.68			\$ (108.47)	\$ 77.21
59	sf28	78848	IR3225	X		X			\$ 211.78			\$ (128.11)	\$ 83.67
60	sf29	78849	IR3225						\$ 200.35	IR3225		\$ (200.35)	\$ -
72	sf4	79014	IR3235i	X		X			\$ 185.68			\$ (108.47)	\$ 77.21
56	sf-spu	78542	IR3235i	X					\$ 185.68			\$ (108.47)	\$ 77.21
27	so13	78535	IR3235i	X	X	X			\$ 195.01	IR3235i	IRA4235	\$ 29.02	\$ 224.03
66	so16	79015	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
16	so2	76204	IR3235i		X	X			\$ 186.31	IR3235i	IRA4235	\$ 28.40	\$ 214.71
10	so3	78536	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
25	wp29	79016	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
51	so5	73768	IRA8085	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
36	so6	79018	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
37	st1	79017	IR3235i	X	X	X			\$ 195.01	IR3235i	IRA4235	\$ 29.02	\$ 224.03
9	tc7	78538	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
33	th3	78582	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
69	va1	78552	IR3235i	X	X	X			\$ 237.25			\$ (147.27)	\$ 89.98
58	wc3	76123	*IRA5030		X		X		\$ 17.03			\$ (6.14)	\$ 10.89
50	wp15	78551	IR3235i	X	X	X			\$ 195.01	IR3235i	IRA500iF	\$ (47.35)	\$ 147.66
4	wp21	78550	IR3235i	X	X	X			\$ 195.01	IR3235i	IRA4235	\$ 29.02	\$ 224.03
44	wp2	78549	IR3235i	X	X	X			\$ 195.01			\$ (115.49)	\$ 79.52
5	wp4	76122	*IRA5030	X	X	X	X		\$ 17.65			\$ 13.56	\$ 31.21
1	wp8	78553	IR3235i	X	X	X			\$ 195.01	IR3235i	IRA400iF	\$ (60.76)	\$ 134.25
6	sd-wbcf	76203	IR3235i	X		X			\$ 227.92			\$ (140.25)	\$ 87.67
Total:			57	48	44	52	6	2	\$ 12,245.86		Net Change :	\$ (4,394.96)	\$ 7,850.90

*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