



# RESOLUTION No. 15-142

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING THE PURCHASE OF A PITNEY BOWES CONNECT+ 3000 DIGITAL MAILING SYSTEM AND AMENDING THE CENTRAL SERVICES FISCAL YEAR 2014/15 BUDGET

WHEREAS, the Nevada County Central Services Division has the responsibility to provide mail services for County departments totaling over 190,000 pieces of metered mail annually; and

WHEREAS, the current mailing system, County asset No. 26608, is nine years old and does not comply with new U.S. Postal Service requirements for address verification and barcoding of metered mail and packages; and

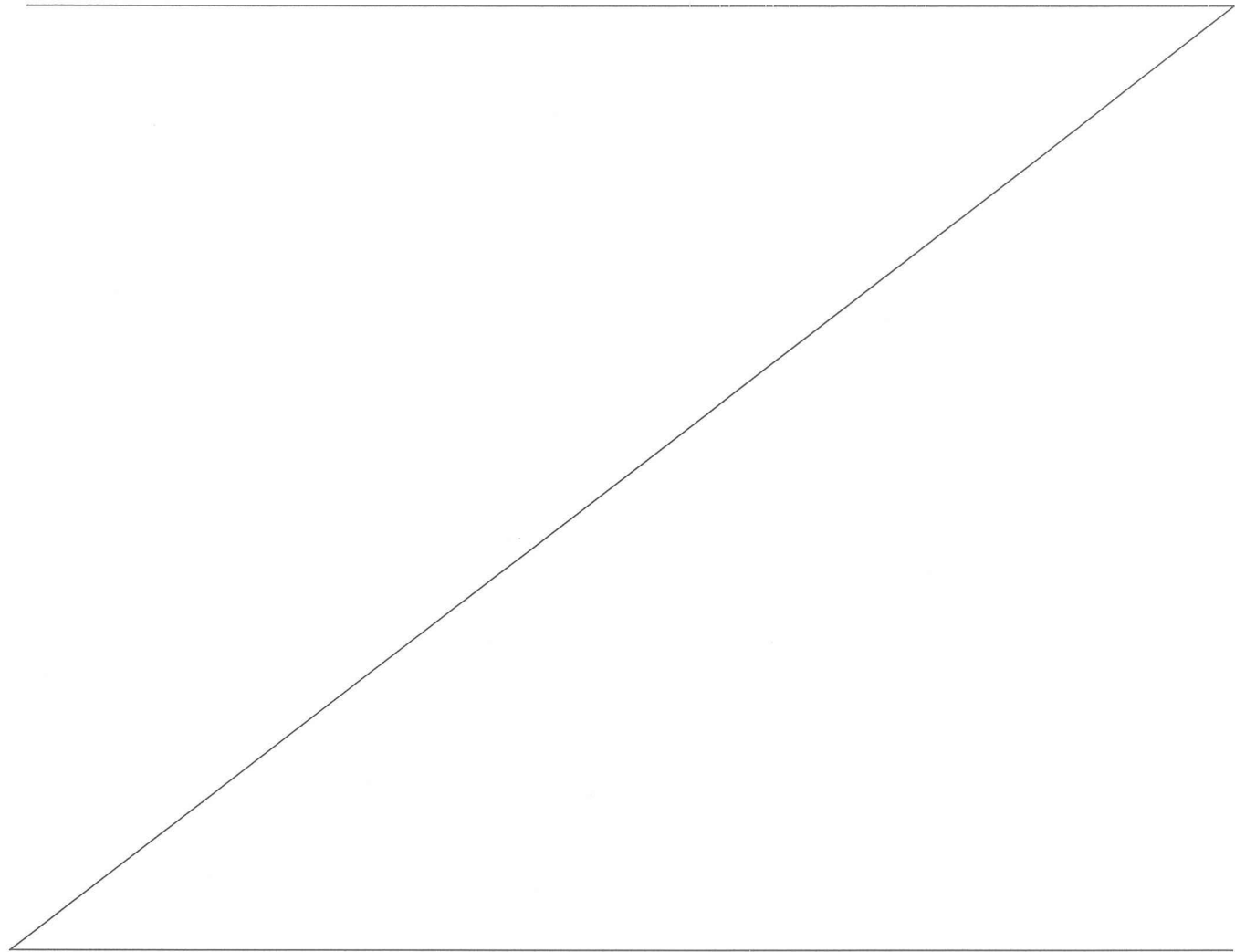
WHEREAS, the increased capabilities of the Connect+ 3000 will offer continued savings to County departments through bulk pricing, bar coding and package mail discount; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Supervisors, of the County of Nevada, State of California:

1. Authorizes disposal of County asset No. 26608.
2. Authorizes procurement of a Pitney Bowes connect+ 3000 Digital Mailing System through a five-year capital lease, in the amount of \$22,555.
3. Authorizes the Auditor-Controller to amend the Fiscal Year 2014/15 Central Services budget as follows:

Increase:

4332-92004-412-1000/470200	\$22,555
4332-92004-412-1000/540410	\$22,555



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of April, 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  
Interim Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

4/15/2015 cc: IGS\*  
AC\*(hold)

5/8/2015 cc: Purchasing\*  
AC\*(release)



WSCA/NASPO Term Rental Installment Option A Agreement

Agreement Number

Account # 60

Your Business Information

Full Legal Name of Customer: COUNTY OF NEVADA, NEVADA COUNTY CENTRAL SVCS ERIC ROOD ADMIN. BLDG. 1; DBA Name of Customer: NEVADA CITY; Tax ID # (FEIN/TIN): 94-6000526; Billing Address: 950 MAIDU AVE; Installation Address: 950 MAIDU AVE; Billing Contact Name: 950 MAIDU AVE; Installation Contact Name; Fiscal Period (from - to); Customer PO #; Delivery CAN #

Your Business Needs

Table with columns: Qty, Business Solution Description. Items include Mail Stream Solution - 1, Connect+ 3000 Series WOW, Connect+ Series Meter, 220/135 LPM Feature, 30 lb Interfaced Weighing, Connect+ Analytics (Max 100 Accounts), e-Return Receipt Feature, 10 in. Display - Standard Apps Center, Connect+ Mono Printer, Connect+ Power Stack, Connect+ VBS Training.

Check items to be included in customer's payment. [X] Equipment Maintenance (1st year included), [ ] Software Maintenance (1st year included), [X] Soft-Guard® Subscription (Included with your meter rental), [X] IntelliLink® Subscription/Meter Rental. Includes details for Confirmation Services and Purchase Power®.

Your Payment Plan

Table with columns: Number Of Months, Monthly Amount \*. First 60 months, \$626.33.

( ) Required advance check of \$ received; Tax Exempt# State Tax (if applicable); ( ) Tax Exempt Certificate Attached; ( ) Tax Exempt Certificate Not Required.

Your Signature Below

By signing below, you agree to be bound by this Term Rental Installment Option A Agreement (this "Rental"). This Rental is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Rental, the Agreements will supersede this Rental. This Rental will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

Customer Signature: Mary Hall Ross; Date: 4/17/15; State's/Entity's Participating Addendum #: #7-12-70-26; Print Name: Mary Hall Ross; Title: Purchasing Agent; Email Address: mary.ross@co.nevada.ca.us

Sales Information

Ted Larkin; Account Rep Name; District Office: 004; PBGFS Acceptance

Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000



WSCA/NASPO Term Rental Installment Option A Agreement

Account # 60

Agreement Number

Agreement Number

Your Business Information

NEVADA COUNTY CENTRAL SVCS ERIC ROOD ADMIN. BLDG. 1

Table with columns: Full Legal Name of Customer, DBA Name of Customer, Tax ID # (FEIN/TIN), Billing Address, Billing Contact Name, Billing Contact Phone #, Billing CAN #, Installation Address, Installation Contact Name, Installation Contact Phone #, Installation CAN #, Fiscal Period, Customer PO #, Delivery CAN #.

Your Business Needs

- 1 Connect+ VBS Welcome Kit
1 pbSmartPostage Free
1 Barcode Scanner
1 IntelliLink Subscription
1 15/30 lb Weighing Platform
1 Roll Tape Kit
1 Connect+ Series Console with Scale Stand
1 Console Extension Kit
1 INVIEW Dashboard – Two+ Sites (All Systems)
1 INVIEW Dashboard – Connect+ Single Meter
Additional Items on following page



WSCA/NASPO Term Rental Installment Option A Agreement

Account # 60

Agreement Number field with 10 vertical lines for digits

Agreement Number

Your Business Information

NEVADA COUNTY CENTRAL SVCS ERIC ROOD ADMIN. BLDG. 1

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
950 MAIDU AVE Billing Address: Street	NEVADA CITY City	CA State	95959-8600 Zip+4
		15756443881	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
950 MAIDU AVE Installation Address (If different from billing address): Street	NEVADA CITY City	CA State	95959-8600 Zip+4
		15756450886	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Customer PO #	Delivery CAN #	

Your Business Needs

1	INVIEW Subscription
1	INVIEW Dashboard Set-Up & Training

OPTION A -- WSCA/NASPO TERM RENTAL (INSTALLMENT PURCHASE) LEASE TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP011-00000411 and will be the Lessor under this Term Rental (Installment Purchase) Lease Terms and Condition Agreement. Pitney Bowes is willing to negotiate in good faith the lease terms and conditions with each Participating State to be included in their respective Participating Addendum

The Pricing Plan for the WSCA/NASPO Term Rental (Installment Purchase) Lease Terms and Conditions is as follows:

**Monthly Billing:**

<u>Term:</u>	<u>Lease Rate:</u>
36	.0323
48	.0252
60	.0210

**L1. DEFINITIONS**

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

**L2. AGREEMENT**

- L2.1 You will make each Monthly Payment by the due date shown on our invoice.
- L2.2 **You may not cancel this Agreement for any reason except as expressly set forth in Section L10 below. All payment obligations are unconditional.**
- L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.
- L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

**L3. PAYMENT TERMS AND OBLIGATIONS**

- L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.
- L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.
- L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Term. Your Monthly Payment will increase if your PBI Payments increase.
- L3.4 Your obligations, including your obligation to pay the Monthly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

**L4. EQUIPMENT OWNERSHIP**

L4.1 PBI owns any IntelliLink® Control Center or Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section 10.

**L5. TERM**

L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 10, or (iii) the expiration of the Term and your payment of all Monthly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

**L6. SURRENDER OF EQUIPMENT**

L6.1 If you default, or terminate this Agreement by non-appropriation under Section 10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

**L7. WARRANTY AND LIMITATION OF LIABILITY**

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

**L8. EQUIPMENT OBLIGATIONS**

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

**L9. RISK OF LOSS**

L9.1 You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").

L9.2 No Loss will relieve you of any of your obligations under this Agreement. You must immediately notify us in writing of the occurrence of any Loss.

L9.3 You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-243-9506 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

**L10. NON-APPROPRIATION**

L10. See Master Agreement - Non Appropriations Clause.

**L11. REPRESENTATIONS**

L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Monthly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Monthly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Monthly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Monthly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Monthly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of

the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

**L12. MISCELLANEOUS**

- L12.1 If more than one customer is named in this Agreement, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.
- L12.3 We may sell, assign, or transfer all or any part of this Agreement or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
- L12.4 If there is a conflict between any of the terms and conditions in this Agreement and the Master Agreement ADSP011-00000411, this Agreement shall prevail.
- L12.5 This Agreement is being offered to any purchasing entity who is authorized to file a 8038-G and/or 8028-GC and such form must be included provided when placing an order.
- L12.6 All applicable taxes required to be collected by us will be shown on the invoice.