

Administering Agency: Nevada County Information and General Services

Contract No. _____

Contract Description: Renewal Contract for Leasing and Maintenance

PROFESSIONAL SERVICES and LEASING AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of July 1, 2020 by and between the County of Nevada, ("County"), and RAY A. MORGAN COMPANY, (herein "CONTRACTOR"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner is specified in Exhibit B, then according to the usual and customary procedures which CONTRACTOR uses for billing clients similar to County. The amount of the contract shall not exceed eight thousand, fourteen and ninety three cents (\$8,021.58) per month plus applicable maintenance and supplies charges per the rates listed in Exhibit B.
3. **Term** This Agreement shall commence on July 1, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the Agreement Termination Date of June 30, 2025. The termination date has been determined to be inclusive of the 60-month lease period of the latest machine installation scheduled under this agreement. Inasmuch as the lease period for each machine to be leased is 60 months, the terms and conditions as applicable to each such machine shall expire concurrent with the termination of each such 60-month lease period.
4. **Facilities, Equipment and Other Materials** CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Ownership and Location of Equipment** CONTRACTOR is the owner of all Leased Equipment and has sole title to said Equipment. County agrees to keep the Leased Equipment free and clear of all liens and claims. County will keep and use the equipment at County's office various locations located throughout Nevada County, California. County will keep CONTRACTOR notified of the current location of all equipment throughout the term of this Agreement. At the conclusion of period of this Agreement, CONTRACTOR will remove, at CONTRACTOR's cost, all Leased Equipment from County premises.
6. **Loss or Damage** County will maintain a standard All Risk insurance policy with CONTRACTOR named as an additional insured payee upon any covered loss under the terms of the policy. County liability for loss or damage shall be limited to the types of loss or damage covered by said policy. County agrees to promptly notify CONTRACTOR in writing of any loss or damage and to pay to CONTRACTOR the fair market value of the lost or damaged

Equipment. Damage resulting from normal wear and tear and equipment malfunction not caused by the County is excluded from this provision.

7. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
8. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
9. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Agreement, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
10. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.
11. **Relationship of Parties**
 - 11.1. **Independent Contractor**
In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.
 - 11.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor

shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

- 11.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

12. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor 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 Contractor under this Agreement. Failure of Contractor 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.

13. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

14. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's

performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.

15. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Agreement.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
17. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

21. **Financial, Statistical and Contract-Related Records:**

21.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

22. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving **five (5) calendar days written notice to Contractor.**
- C. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Agreement is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
26. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
28. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the

County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

30. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

31.

COUNTY OF NEVADA:

Nevada County
Information and General Services
Department

Attn: Steve Monaghan, CIO
950 Maidu Ave
Nevada City, CA

Steve.monaghan@co.nevada.ca.us
Phone: 530-265-1238

CONTRACTOR:

Ray Morgan Company

Attn: Sam Barber, Executive Vice
President
7410 Dean Martin Suite 200
Las Vegas NV 89118

sbarber@raymorgan.com
Phone: 702-854-7117

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: _____

Date: _____

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved As to Form – County Counsel:

By: _____

Date: _____

CONTRACTOR: Ray Morgan Company

By: _____

Date: _____

Name: Sam Barber _____

Title: Executive Vice President

Name: _____

Title: _____

****If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Equipment
- B. Schedule of Charges and Payments
- C. Insurance Requirements
- D. Terms And Conditions Of Equipment Lease Agreement
- E. Terms And Conditions Of Maintenance Agreement
- F. Software Licensing and Support

EXHIBIT A

SCHEDULE OF EQUIPMENT

CONTRACTOR shall lease to County the Leased Equipment identified on Exhibit A, "Schedule of Equipment," subject to terms and conditions as stated on Exhibit D, "Terms and Conditions of Equipment Lease Agreement"; shall provide Services and Supplies for said equipment as described in Exhibit E, "Terms and Conditions of Maintenance Agreement," and shall provide Software Licenses and Support as described in Exhibit F, "Software Licensing and Support."

County Machine Name	RMC Machine ID	Existing Canon Model #	Serial #	Lease #	Maturity Date	Delete Old Model	Add New Model	Fax Board	eCopy	New Lease Payment
AD1	151657		WXF12912	CN10037	6/30/2025	IRC5535	IRC5535	x	X	\$126.75
AP1	60121		DFH06227	CN10037	6/30/2025	IR3225	IR4751	X		\$105.39
AS8	123166		RKJ10675	CN10037	6/30/2025	IR4235	IR4751	X	X	\$117.71
AU7	123258		RKF03905	CN10037	6/30/2025	IR4225	IR4751	X	X	\$117.71
BH1	123021		QLL05185	CN10037	6/30/2023	IR500iF	Refi		X	\$78.03
BH2	123035		RKJ10360	CN10037	6/30/2025	IR4235	IR4751	X	X	\$117.71
BH-Odyssey2	118455		QLA15554	CN10037	6/30/2023	IR400iF	Refi			\$51.73
BP8	118164		RRB19147	CN10037	6/30/2025	IRC5235A	IRC5535	X	X	\$140.32
CB5	73760		HNA00520	CN10037	6/30/2025	IR8095	IR8786	X	X	\$196.93
CC1	123256		RRB19132	CN10037	6/30/2025	IRC5235A	IRC5535	X	X	\$126.75
CD1	73342		GBK01056	CN10037	6/30/2025	IRA8095	IR8786	X	X	\$190.40
ChildrensBH1	123300		RRB19134	CN10037	6/30/2025	IRC5235A	IRC5535	X	X	\$119.75
DA1	124173		JMQ19737	CN10037	6/30/2025	IRC5250	IRC5550	X	X	\$127.07
DA10	64673		DFR03221	CN10037	6/30/2025	IR3230	IR4751	X	X	\$117.71
DA11	118163		RKJ10708	CN10037	6/30/2025	IR4235	IR4751	X	X	\$117.71
DA3	78555		GNW12210	CN10037	6/30/2025	IRC5035	IRC5535	X	X	\$119.75
DA6	79020		DGA17022	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$117.71
EL7	123232		RKM06379	CN10037	6/30/2025	IRA4245	IR4751	X	X	\$136.08
Fleet1	78568		DGA19006	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$116.80
JH2	76153		DGA17045	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$117.71
PB1	123298		RRB19146	CN10037	6/30/2025	IRC5235A	IRC5535	X	X	\$119.75
PB2	123414		RRB19129	CN10037	6/30/2025	IRC5235A	IRC5535	X	X	\$126.75
PB3	160602		XLN03921	CN10037	6/30/2025	IRC5535	IRC5535	X	X	\$126.75
PB5	133529		QLA04284	CN10037	6/30/2023	IR400iF	Refi			\$35.95
PL3	124333		JMQ19733	CN10037	6/30/2025	IRC5250	IRC5550	X	X	\$134.07
PubHealth1	76122		GNG13099	Owned	Owned	IRA5030	IRC5535	X	X	\$126.75
RC4	78708		DGA19662	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$141.95
SD-Admin	86036		HTT10263	CN10037	6/30/2025	IR6055	IR6755	X	X	\$130.84
SD-WBCF	76203		DGA17561	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$117.71
SF21	78579		DGA17034	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$117.71
SF28	78848		DFH23306	CN10037	6/30/2025	IR3225	IR4751	X	X	\$117.71
SF3	78751		DGA20400	CN10037	6/30/2025	IR3235i	IR4751		X	\$110.71
SF4	79014		DGA17566	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$117.71
SF-SPU	78542		DGA17572	CN10037	6/30/2025	IR3235i	IR4751	X		\$105.39

SO13	123044		RKJ10714	CN10037	6/30/2025	IRA4235	IR4751	X	X	\$117.71
SO16	79015		DGA17019	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$117.71
SO2	123043		RKJ10718	CN10037	6/30/2025	IRA4235	IR4751		X	\$110.71
TC7	78538		DGA17558	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$117.71
TH3	78582		DGA17564	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$117.71
Transit1	123036		RKJ10674	CN10037	6/30/2025	IRA4235	IR4751	X	X	\$117.71
Vets-1	78552		DGA17635	CN10037	6/30/2025	IR3235i	IR4751	X	X	\$117.71
WC3	76123		GNG13491	Owned	Owned	IRA5030	IRC5535	X		\$107.43
LI10	160700	IRC5535	XLN05734	CN19215	3/31/2023					\$170.31
LI13	160702	IRC5535	XLN05847	CN19215	3/31/2023					\$170.31
SO11	149306	IRC5535	XUW03215	CN20115	6/30/2023					\$179.25
LI1	149361	IRC5535	XUW03930	CN20511	7/31/2023					\$170.31
SO5	161062	IRC7570	XXH01166	CN21157	8/31/2023					\$383.86
PS1	161199	IRC7565	XXJ02563	CN21749	10/31/2023					\$499.83
CalWorks-1	161498	IR4535i	XVZ08798	CN23090	2/29/2024					\$169.54
CO1	161495	IRC5535	2KJ01181	CN23089	2/29/2024					\$198.60
SO3	161389	IR4535i	XVZ08906	CN22774	2/29/2024					\$180.74
PD6	161891	IRC5535	2KJ05259	CN25579	10/31/2024					\$158.21
Public(DF)	176740	IRC5535	2KK05606	CN27118	3/31/2025					\$124.64
FS18	176741	IRC5535	2KK05580	CN27118	3/31/2025					\$110.49
IS3	176742	IRC5550i	2JH04829	CN27118	3/31/2025					\$106.44
LF3	161675	IR4535i	2RK00800	CN27118	3/31/2025					\$102.14
PubWorks2	176739	IRC7565	2KT04348	CN27118	3/31/2025					\$148.79
Public(GV)	172243	IRC5535	2KJ06043	Owned	Owned					\$0.00
Public(NC)	161136	IRC5535	XUW06451	Owned	Owned					\$0.00
Public(PV)	171722	IRC5535	2KJ06031	Owned	Owned					\$0.00
Public(TR)	170123	IRC5535	2KJ05868	Owned	Owned					\$0.00
PubHealth3	123771	IRA400iF	QLA19102	Owned	Owned					\$134.25
PubHealth4	124210	IRA400iF	QLA24117	Owned	Owned					\$0.00
Totals							42 New			\$8,021.58

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Except for California Sales Tax applicable to the goods and services provided under this Agreement, CONTRACTOR shall be responsible for any applicable federal, state, or local taxes, including income taxes and personal property taxes, incurred as a result of this Agreement. Charges shall be presented monthly by invoice and shall be due within thirty (30) days of receipt of invoice by County. The maximum amount payable by the County under this Agreement is \$8,021.58 per month plus applicable maintenance and supplies charges per the rates listed below and sales tax. The County Purchasing Agent is authorized to execute amendments to this Agreement up to an aggregate increase of 10 percent of the maximum monthly amount as may be necessary to change equipment and services to meet the needs of the County.

Charges for Leased Equipment ("Lease Charges") and Services and Supplies ("Maintenance Charges") will accrue beginning on the installation date of each respective machine. CONTRACTOR will invoice County monthly in advance for Lease Charges and in arrears for Maintenance and Supplies Charges per the rates listed below, plus applicable California sales tax. Invoices are payable upon receipt and County agrees to pay CONTRACTOR all payments due hereunder no later than thirty (30) days after County's receipt of invoice. For any payment not received by CONTRACTOR within ten (10) days of the due date as set forth herein, CONTRACTOR may charge, and County agrees to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor. The total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

SCHEDULE OF CHARGES

Description of New Models	Monthly Lease Cost
IR4751	\$89.08
IR6555	\$102.21
IR8585	\$161.77
IRC5535	\$98.12
IRC5550	\$98.44
Fax Boards	\$6.09
UniFLOW	\$6.65
eCopy	\$12.32
Service and Maintenance	\$3.57
Color Copies	\$0.06
B/W Copies	\$0.01
Badge Reader (per machine)	included in base price

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Nevada County Information and General Services
950 Maidu Ave.
Attn: Caitlin McBride
Nevada City, CA 95959

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability**
(Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
 - a. **Cyber Liability** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - b. **Technology Professional Liability Errors and Omissions Insurance** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - i. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Vendor’s Cyber Liability Policy as covered property as follows:
 - ii. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of

electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Vendor.

- iii. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers’ compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**

- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT "D"

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT

1. Equipment Locations

CONTRACTOR shall install equipment at locations to be specified by the County Purchasing Agent. Equipment may be moved among County offices over the term of this Agreement. CONTRACTOR will assist County in any reprogramming required to accommodate such moves, without additional cost to the County. County will keep CONTRACTOR informed as to the current locations of all equipment throughout the period of this Agreement.

2. Additional equipment may be added to this Agreement

3. Technical Support Requirements

- a. CONTRACTOR will provide to the County operating manuals for all leased equipment.
- b. CONTRACTOR will deliver drivers for all leased models to County on CD/DVD two (1) week prior to the beginning of implementation.
- c. CONTRACTOR will provide training to equipment end users and will provide technical training to County technical support staff.
- d. The County will have control and access to adjust settings for network and email notification on each machine.

4. Subject to the provisions for Amendment of this Agreement, equipment may be added at any time with pricing adjusted for the length of the remaining term of the Agreement. County may remove from the Agreement up to 10% of the units of equipment listed on Exhibit A with no penalty to the County.

5. Equipment Performance Requirements

Excluding user-created or preventable service calls, issues callused by power or other environmental problems beyond the control of CONTRACTOR, and downtime in which required preventive maintenance exceeds specified downtime, CONTRACTOR will insure that all leased equipment meets the following performance requirements:

- a. Half Day Down: If any leased piece of equipment is out of service in excess of four (4) business hours more than two (2) times in a 30 consecutive calendar day period or five (5) times in any 12 calendar month period, CONTRACTOR will provide an action plan to the County to ensure that the excessive down time is eliminated. Subsequent down time in excess of the limits described herein over the remaining life of the lease will result in CONTRACTOR replacing the equipment at CONTRACTOR's expense within sixty (60) calendar days of County's request.
- b. Continuous Failures: If a piece of equipment requires more than four (4) service calls per month in any two (2) consecutive calendar months, CONTRACTOR will provide an action plan to the County to ensure that the number of needed service calls can be reduced. Service calls on the same piece of equipment in excess of the limit described herein will result in the CONTRACTOR replacing the equipment at CONTRACTOR's expense within sixty (60) calendar days of County's request.
- c. Unsatisfactory Performance: If a piece of equipment does not perform within the compatibility and functionality requirements or specifications described in CONTRACTOR's proposal April 27, 2010, the County will inform CONTRACTOR and this equipment will be made to perform within these requirements (or specifications) or be replaced at CONTRACTOR's expense within 60 calendar days of County request.

- d. Opt-Out Option: In the event two or more machines of the same model or equipment class demonstrate a pattern of unreliability or unsatisfactory performance as defined above in the Half Day Down, Continuous Failures or Unsatisfactory Performance sections, the County may request and CONTRACTOR shall provide for that model or equipment class to be replaced in all locations where that model or equipment class has been installed.
 - e. Equipment must operate at less than 5% down time, as described in Exhibit C, or be replaced at County's discretion with comparable equipment at no additional cost to the County.
 - f. Equipment replaced under this section will retain the original lease termination date. Pricing on replaced equipment will be negotiable in the instance where equipment with similar specifications is not available. In the instance where the parties cannot come to an agreement regarding replacement equipment, the lease agreement for these devices will terminate without penalty to the County.
- 6. At no additional cost to the County, all leased equipment shall be protected by an appropriately sized and rated power surge protection device that shall additionally provide high frequency noise filtering. Phone/fax and network lines shall also be so protected.
 - 7. All failed storage media will be returned to County IT for secure destruction; failed storage media will be replaced under the provisions of the warranty or service agreement at no additional cost to County.
 - 8. At the conclusion of the term of this Agreement, unless such term is extended by an amendment executed by both parties, CONTRACTOR will, at its own expense, remove all leased equipment from County premises. Prior to removal of such equipment, CONTRACTOR will clear all storage media of all County information prior to removal from County property. The County expects procedures equivalent to Secure Wipe as described in the US Department of Defense standard "DoD 5220.22-M" to be followed for this purpose and that the performance of this procedure be logged as a service procedure for future County reference.

EXHIBIT "E"

TERMS AND CONDITIONS OF MAINTENANCE AGREEMENT

1. For each unit of equipment listed on Exhibit A identified as subject to the Maintenance provisions of this Agreement, CONTRACTOR will provide emergency repair service, preventative maintenance service, replacement parts, and all supplies except paper and staples.
2. All maintenance services shall be performed by personnel who are factory certified to service the equipment.
3. Response Times and Equipment Availability:
 - a. Response Time: CONTRACTOR will respond to all service calls by telephone within one (1) hour of the service call being placed. The average on-site response time for equipment located in the Grass Valley/Nevada City area will be within two (2) hours and for equipment located in Truckee will be within four (4) hours. In the event that CONTRACTOR does not meet these response time averages on a machine, CONTRACTOR will provide a one month 10% service billing credit for the specific machine for which the response time average was not met. Service calls for which the end user and the technician have chosen to schedule a service visit beyond the target response time will be excluded. Rescheduled service calls will not be included in the average response time calculation. Average response times will be calculated over a three (3) month period.
 - b. Service Call Down-Time: The average down-time, measured from the time a service call is placed until repair has been completed, will not exceed four (4) hours for Nevada City and Grass Valley locations and six (6) hours for Truckee locations. In the event that CONTRACTOR does not meet the average down-time requirement on a machine, CONTRACTOR will provide a one month 10% service billing credit for the specific machine in which the down-time average was not met. Down-time, defined as unusable or inoperable equipment, will be calculated over a three (3) month period and may exclude user created or user preventable service calls, issues caused by power or other environmental problems beyond the control of CONTRACTOR, down-time in which required preventive maintenance procedures exceed specified down-time requirements and service calls in which the end user and technician have agreed to schedule a service visit beyond the target response time.
 - c. Machine Up-Time: The equipment will be operational with an Up-Time average of 95% using the County's definition and calculation of 5% down-time based on 30 business days. Business days are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. CONTRACTOR will provide a one month 10% service billing credit for the specific machine in which the Up—Time standard was not met. Calculations will exclude service calls in which a machine is operable and usable, user-created or preventable service calls, or issues caused by power or other environmental problems beyond the control of CONTRACTOR. Machines in locations that require service that exceeds the requirement due to volume and/or applications and/or dirty environments, will not be calculated using this method. In this case, machines will be reviewed on a case by case basis by the County and CONTRACTOR to determine whether the machine and CONTRACTOR are performing within acceptable parameters.
4. Service Notification Requirements
 - a. Equipment will be programmed to provide to CONTRACTOR an automatic service call with adequate detail to inform the service representative of the type and location of the equipment, nature of the service needed and date/time that the call was generated.
 - b. CONTRACTOR will provide a copy to the County Service Desk via email of all service calls generated.

- c. CONTRACTOR will provide a service call log containing all automatically generated service call information to be reported along with the monthly billing information.
 - d. CONTRACTOR will report the date/time the machine became fully operational after service or in some comparable way track and report equipment down time.
 - e. CONTRACTOR will program equipment to display a message to inform users that a service call has been placed.
5. CONTRACTOR will maintain an inventory of spare parts and other supplies necessary to meet the required service levels.

EXHIBIT “F”

SOFTWARE LICENSING AND SUPPORT

Software Support: Five (5) years of support is included for all products. CONTRACTOR will, on County’s behalf, remain current with all software and support licensing, including eCopy and Uniflow software so that the latest versions and updates of the software are available to the County for the duration of this Agreement at no additional charge to the County. Ownership of all software licenses will transfer to the County at the termination of this Agreement, subject to payment of all lease payments provided for in the Agreement.

- a. **UniversalSend Support:** During implementation, training will be provided to Nevada County IT staff on how UniversalSend is configured and how to maintain. Support is provided through CONTRACTOR as an authorized factory trained dealer. If there is an issue that CONTRACTOR is not able to resolve, a Canon engineer will be assigned to the issue and can be onsite if required. In the event that support from Canon is required, CONTRACTOR will serve as a liaison and remain engaged in the troubleshooting and problem resolution process until the issue is resolved. The UniversalSend software is part of the MFD’s operating system and is maintained by CONTRACTOR service personnel. Nevada County IT staff will be able to configure and maintain UniversalSend settings without CONTRACTOR/Canon assistance.
- b. **eCopy Support:** The eCopy software will be registered to the County and the County will have access to eCopy’s knowledgebase. During implementation, training will be provided to Nevada County IT on how the system works and how to maintain. The County will have access to all of the installation files and configuration utilities to allow for ongoing implementations and maintenance without CONTRACTOR support. If support is required, CONTRACTOR will provide support along with eCopy. eCopy views trained value-added-retailers (VAR) such as CONTRACTOR as tier 1 support with service level agreement (SLA), and they assist the VAR to ultimately support the customer. In the event that support from eCopy is required, CONTRACTOR will serve as a liaison and remain engaged in the troubleshooting and problem resolution process until the issue is resolved.
- c. **Zonal OCR Support:** Zonal OCR will be supported the same way that eCopy is supported. eCopy tickets involving Zonal OCR will be handled by eCopy’s Zonal OCR support team.
- d. **UniFlow Support:** The County will be trained on system architecture, troubleshooting and maintenance. If support is requested, first tier support is provided by CONTRACTOR, which has direct access to Canon and UniFlow support. In the event that support from Canon or UniFlow is required, CONTRACTOR will serve as a liaison and remain engaged in the troubleshooting and problem resolution process until the issue is resolved.

Description of Licensed Software:

Software	Function	Quantity
UniFlow Business Edition Server (250 concurrent users)	Base Server for Accounting, MFP Authentication and Accounting	1
Remote Print Server	Enables print server integration	2

Office Modules	Statistics, Secure Print, Rules- Based Routing	3
MEAP Clients	Enables MFD integration with Authentication and Proxy Card	Included for all devices
eCopy Essentials	Embedded integration with Exchange, file shares, fax servers	57
eCopy SharePoint Connector	Integrates with SharePoint	57
eCopy SharePoint ZoneOCR	Indexes Documents into SharePoint	6

SUMMARY OF CONTRACT

Contractor Name- Ray Morgan Company

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

Description of Services

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price:

Maximum Multi-Year Contract Price:

FY 2020 - 2025

\$8,021.58 per month

Contract Beginning Date:

6/1/2020

Contract Termination Date:

June 30, 2025.

Liquidated Damages:

INSURANCE POLICIES

Designate all required policies:

Req'd

Commercial General Liability (\$2,000,000)
Automobile Liability (\$1,000,000)
Worker's Compensation (Statutory Limits)
Professional Errors and Omissions (\$2,000,000)

x
x
x
x

NOTICE & IDENTIFICATION

Contractor:

Sam Barbar
Executive Vice President
7410 Dean Martin Suite 200
Las Vegas NV 89118

County of Nevada:

Steve Monaghan
Chief Information Officer
950 Maidu Ave.
Nevada City, CA 95959

Contact Person: Jim Adams

(916-577-1666)

e-mail: jadams@raymorgan.com

Contact Person: Diana Carolan

(530-265-7100)

e-mail: diana.carolan@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<u>X</u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required:

 No

ATTACHMENTS

Exhibit A: Schedule of Services (Provided by Contractor)	Req'd <u>x</u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>x</u>
Exhibit C: Insurance Requirements (Required by Contractor)	<u>x</u>
Exhibit D: Terms And Conditions Of Equipment Lease Agreement (Required by Contractor)	<u>x</u>
Exhibit E: Terms And Conditions Of Maintenance Agreement (Required by Contractor)	<u>x</u>
Exhibit F: Software Licensing And Support (Required by Contractor)	<u>x</u>