TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE: January 30, 2019

FROM: Matney M. Ellis

Purchasing Director

TO: Board of County Commissioners

SUBJECT: Lease Agreement -ImageNet Consulting

Respectfully submitted for your approval and execution is the attached Lease Agreement between the Tulsa Board of County Commissioners on behalf of the Tulsa County Administrative Services and ImageNet Consulting for equipment lease on Konica Minolta, Model C458 machine located in the Tulsa County Building Operations, 500 S. Denver Ave, Tulsa, Oklahoma 74103.

MME / arh

ORIGINAL: Michael Willis, County Clerk, for the February 4, 2019 agenda.



Equipment Lease Agreement 4 cores

CONTRACTOR OF THE PARTY OF THE	111111111111111111111111111111111111111	1 00000	Information		ase Agre	ement # 30/853	
Lessee Legal Name		L03366	miormatic				
E	Board of County Con	nmissioners Tuls	a County, OK				
Street Address	ulsa County Admini	strative Services	Carol Crowso	on Annex Bldg 6	33 West 3rd	Stroot	
City	County	State		Zip		Number	
Tulsa	Tulsa	Oklahoma	a	74127		596-7746	
	The state of the s	Equipme	nt Descript	tion	The least		
Make and Type	Quantity	Model		Attachments		Serial Number	
Konica Minolta	1	C458		oer Drawer, Fax, Inr Iole Punch, Side Ta			
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4 41	Operations, 500 S Den	ver	rulsa	County: Tulsa	State: OK	Zip: 74103	
				1 dioa	OK	74103	
		Terms and P	ayment Sc	hedule			
٦	Term in Months			Lease	Payment		
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Lessee (Full Legal Name)				T. 1. 0. 1. 1			
Board of County Comm.	issioners Tulsa Count	/. OK		Tulsa County A	pproval:		
		,					
Ву Х			01	- 4 4			
Authorized Signature	Title		Doran h	#IJOUN	1-24-1	9	
Certificate of Accepta	Certificate of Acceptance of Leased Equipment						
We hereby acknowledge that on the da the equipment described in the lease nu	very of all	ASSISTANT DISTRICT ATTORNEY					
us as the Equipment described in the I purposes of said Lease.	ects for the		An Blocker and see a	1 8 1 5 5 5 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6	St. 1917a . R.		
E. E							
3.0							
Lessee X		D-4-					
Lessee X Authorized Signature	e	Date					
		THE RESERVE	d Conditio	ns	The Pr		

The words YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to the Lesson

The words YOU and YOUR mean the Lessee. The words Wic, Us, and OUR here to the Lessur.

1. RENTAL ("AGREEMENT"): We agree to rent to you and you agree to rent from us the equipment listed above (Equipment). You promise to pay us the rental payment according to the payment schedule shown above. The parties intend this Agreement to be a finance lease under Article 2A of the Uniform Commercial Code and equipment will be quoted at fair market values at the end of the rental term unless otherwise specified in this Agreement. This Agreement is non-

1. RENTAL ("AGREEMENT"): We agree to rent to you and you agree to rent from us the equipment listed above (Equipment). You promise to pay us the rental payment according to the payment schedule shown above. The parties intend this Agreement to be all finance bease under Aricle 2A of the Unificial Commencement Date and subsequent payments shall be due on the same date of each successive period threaster until all rent and any additional rent or expenses changeable under this Agreement shall have been paid a commencement. Date and subsequent payments shall be due on the same date of each successive period threaster until all rent and any additional rent or expenses changeable under this Agreement shall have been paid 3. NO WARRANTES: We are mention the Equipment of your 3. SIS of well be absolute and unconditional and are not subject to any abstement, self-of, defenses or counter-claim for any reason, whatsoever.

3. NO WARRANTES: We are mention the Equipment of your 3. SIS of the letter of this Agreement and the payment shall have been paid 3. NO WARRANTES: We are the owner of the Equipment of your 3. SIS of RIMINIZED, INCLUDION VARRANTES: We are the owner of the Equipment and have the letter of this Agreement and all proceeds, products, rents or profisi thereform. In state where permissible, you been successed and depreted and all proceeds, products, rents or profisi thereform. In state where permissible, you been successed and grant us the right to execute your name thereto. You agree to execute and deliver any statement of one you statement.

5. MANTERNANCE, NISK OF LOSS AND INSURANCE: You are responsible for installing and keeping the Equipment in pool working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment in pool working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment or in pool working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment or ordinary to you will be vent you agree to p

hereunder. Upon lawful termination of this Agreement, provided you are not in default, the Security Deposit, if applicable, shall be returned to you. No interest shall be paid upon said Security Deposit. In the event of default we may apply said Security Deposit to cure any default.

12. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE THE EQUIPMENT. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remine responsible for our obligations hereunder.

13. CONSENT TO JURISDICTION AND GOVERNING LAW: YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF OKLAHOMA WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OF THE EQUIPMENT. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN OKLAHOMA AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITTIGATE ANY SUCH ACTION IN OKLAHOMA. You agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. However, nothing in the paragraph shall be constructed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma. TO THE EXTENT COMMERCIAL CODE. PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION AGAINST US. TOO DETECT WAIVE ANY AND ALL RIGHTS AND REMEDIES GROWLED TOU BY SECTION ZASSIO ITROUGH ZASZE OF THE UNIFORM COMMERCIAL CODE.

14. CUSTOMER P.C.: You agree that any Purchase Order issued to us covering the rental of this Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify terms of this

Agreement.
15. ENTIRE AGREEMENT: This Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

	Acce	epted By	
Lessor: ImageNet Consulting, LLC	By Clan Whs	Title: Manager	Accepted On: 01-22-2019
TIPS Contract #180103	==		0.100

	reiver	Customer Inform	nation	-1-	-	Service Agr	eemeni	# 30785
Legal Name:	Board of County Co	mmissioners Tulsa Coun				Service rigi	cemen	H 30103
Billing Address:	Tulsa County Admir	nistrative Services Carol	Crowson Annex	Bldg 633	West 3rd Str	eet		
City:	Tulsa		State: OK	Zij			1 01	8-596-774
Equipment Address:	Building Operations	500 S Denver	011	1 21	77127	Iviam i none #.	91	0-370-774
City:	Tulsa	,	State: OK	Zir	o: 74103	Dhono #.		
Main Contact:	Victoria Wilson	E-Mail:						
Meter Contact:	Patti Farrar	E-Mail:	vmwilson@tulsa		Phone:	918-596-5881	Ext:	
A/P Contact:			PFarrar@tulsacc		Phone:	918-596-5502	Ext:	
A/F Comact:	Victoria Wilson	E-Mail:	vmwilson@tulsa		Phone:	918-596-5881	Ext:	
		Equipn	nent Descrip	ition				
Make	Model	Serial #		Make	100	Model	Ç.	erial#
Konica Minolta	C458			1111111		Widdel) ji	cial#
Tromou trimoue	C438							
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Term in	Months	Base to be bille	d in advance:		Oy	erages/Images to l	e billed:	
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C	ale. Die							
Serv	vice Plan	B	ase Paymen	t & Ove	rage / Co	ost per Image	Terms	
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execution of this agr Quick-Response To maintenance, include fuser kits, process ki following stipulation Quality Assurance: and reporting tools. Web-Based Support dispatch, supply orde Consulting, LLC manetworked equipment If no meter is received Correspondence: A 913 N. Broadway, O. Xey Contact: Customer a Customer key contact chain and replace with a new key of additional charges. Image	rement. cchnical Service: In accing unlimited service call its, developer and imagin as and exceptions. ImageNet Consulting, I Performance reviews may t Services: ImageNet C ers, and meter-read input ststomer may report meter y activate and use monit t. A key Customer contit t. A key Customer contit d. ImageNet Consulting all correspondence relatin klahoma City, OK 7310 agrees to make available nges so as to affect the cory y contact. : ImageNet Consulting, geNet Consulting, LLC ctivity. The CIS form w	ent to be installed by Image ordance with the selected ls, parts (as classified by the grants and toner on the large ordance with the selected ls, parts (as classified by the grants and toner on the large order of the large of	"Service Plan" listhe manufacturers) equipment listed a le equipment uptin ter's request. de its standard we tetconsulting.comfacsimile, or Imag meter reading as providing access outilize past meter in this agreement act for general adm form this assignment (4) workstation Connectivity Info for work to be performed.	ted above Im and consumations or attained through In the behased supplied the tent of the	mageNet Connable supplie ched schedul mageNet Conport services lting, LLC or rt service issugeNet Consider any require nt via registe of this Agreement shall promitial installative ("CIS") put the initial state of the control of th	sulting, LLC will press including: mainten le(s) for the term of the insulting, LLC performance including but not limited by the including but not be included by the including by	ovide servance kits, the Agreer mance mannited to: so tool. Ima ply levels it meters we process bill tracts Department statue et Consultations will fany equipant. Issues	ice and all transfer kits nent with the magement ervice call geNet for then needed ling. artment at: s of ting, LLC
equest ImageNet Consulting	ing, LLC will provide a r	new scope of work related ss both parties have agreed OK Authorized Signature:	to any issues that	arise after n a new scope	inety (90) da of work.	tys of the initial insta TIPS Contract #1801	ill. Any ac	dditional
ccepted by:	Titl		Accented by:	ull.	hb	1		2-2019
	110	Date.	Accepted by:			Tittle:		Date:

1. General

- a. Upon request ImageNet Consulting, LLC will supply the manufacturer's suggested yield and fill rates. If the supply consumption exceeds the manufacturers suggested yield and fill rates by more than twenty percent (20%) ImageNet Consulting, LLC may assess a surcharge equal to the manufacturer's suggested retail price (MSRP) of the additional usage.
- b. ImageNet Consulting, LLC may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected.
- c. ImageNet Consulting, LLC will not be obligated to provide service on Printers or Multi-Function Printers (MFP) where Customer uses (i) supplies; (ii) printer parts; or (iii) paper that does not meet manufacturer's specifications and/or Customer uses supplies or spare parts not obtained through ImageNet Consulting, LLC. ImageNet Consulting, LLC may charge its standard hourly rates to repair Printers or MFPs with service problems as a result of Customer's misuse of these items. The term supplies includes: toner, developer, drums and supply modules.
- d. If the Equipment is modified, altered, or serviced by personnel other than ImageNet Consulting, LLC representative, ImageNet Consulting, LLC may charge Customer for any damage resulting from such modification, alteration, or improper service.
- e. ImageNet Consulting, LLC will not be responsible for delays, inability to provide service calls due to strikes, accidents, acts of God or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
- In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through ImageNet Consulting, LLC.
- t. In the event of rising fuel costs ImageNet Consulting, LLC reserves the right to add a fuel charge to the monthly, quarterly or annual invoice.
- h. If applicable Customer may exercise the right to reduce the "Base Charge" and "images included" by up to 10%. A reduction of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
- Coverage Excluded: This Agreement excludes the following unless otherwise specified:
 - a. _ x Paper and staples;
 - b. Any and all equipment not listed on Schedule A or on front of this agreement; external cards, hard drives or supplemental hardware; and software;
 - c. Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at the Customer's request and does not effect this Agreement.
 - d. ____ Items damaged by Customer, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current ImageNet Consulting, LLC rates.
 - e. ____ It is client's responsibility to insure that any connected device meets with their network security policy, included but not limited to any malware protection.
- 3. Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:
 - a. Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
 - b. Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the Scope of Services Agreement, Equipment must be operated on an isolated electrical line.
 - c. Equipment must be operated within the specified operational (including usage) specifications.
 - d. Only ImageNet Consulting, LLC furnished supplies and parts may be used on the Equipment.
 - e. ImageNet Consulting, LLC supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested MSRP
- 4. Additional Equipment: Customer must immediately notify ImageNet Consulting, LLC upon installation and network connection of any additional equipment at Customer's site capable of using ImageNet Consulting, LLC supplied toner cartridges. Upon installation, such equipment will automatically be included as the Equipment under this Agreement and billed accordingly to Customer.
- 5. Back Orders. Unless otherwise noted within this agreement ImageNet Consulting, LLC may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.
- 6. Term: This Agreement will begin on the Effective Date and continue for a term designated in the Agreement Terms section of this Agreement (the "Initial Term"). This Agreement may renew annually upon mutual agreement of both parties; unless Customer provides written notice to ImageNet Consulting, LLC of its intent to cancel the Agreement at least thirty (30) days prior to the last day of the then current term. ImageNet Consulting, LLC may cancel this Agreement at the end of each term without written notice. ImageNet Consulting, LLC reserves the right to increase contract rates annually, not to exceed 0% of the previous Base Coverage & Excess terms.
- 7. Payment: Payment is due thirty (30) days from date of invoice. Customer will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement.
- 8. Assignment: ImageNet Consulting, LLC may sell, assign or transfer this Agreement, without notice. Customer agrees that if ImageNet Consulting, LLC sells, assigns or transfers this Agreement, the new owner will have the same rights and benefits that ImageNet Consulting, LLC now has. Customer agrees that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, ImageNet Consulting, LLC agrees to remain responsible for our obligations hereunder. Customer may not sell, transfer and/or assign this Agreement without the prior written consent of ImageNet Consulting, LLC, such consent not to be unreasonably withheld.
- 9. Miscellaneous: This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
- 10. Breach or Default: If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) ImageNet Consulting, LLC may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates Jurisdiction: This Agreement will be governed by and construed according to the laws of the State of Oklahoma applicable to agreements wholly negotiated, executed and performed in Oklahoma. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officers of ImageNet Consulting, LLC and the Customer.
- 11. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, IMAGENET CONSULTING, LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IMAGENET CONSULTING, LLC WILL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISSING OUT OF THE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THERETO.



	7	
Agreement	No.	307853

between "Lessor" ImageNet Consulting, LLC
and "Lessee" Board of County Commissioners Tulsa County, OK

THIS RIDER to the above mentioned lease, loan or financing agreement (collectively the "Agreement") between the Lessor, acting solely as an independent funding source, and the Lessee, a government entity, is intended to be effective as of the same date as the Agreement. This Rider is hereby incorporated into the Agreement as a supplement thereto and amends the Agreement to the extent expressly provided below.

THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

- 1. Non-Appropriation OF Funds. In the event no, or insufficient, funds are appropriated and budgeted, in any fiscal period for payments due under the Agreement, Lessee will immediately notify Lessor, or its assignee, in writing of such occurrence, and the Agreement shall terminate, without penalty to Lessee, on the last day of the fiscal period for which appropriations have been received or made, except: (a) as to the portions of payments for which funds have been appropriated and budgeted, or are otherwise available, and (b) as to the Lessee's other obligations and liabilities under the Agreement, accruing or arising prior to or in connection with such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of all Equipment to Lessor, or its assignee, on the date of such termination in the manner set forth in the Agreement. Lessor will have all legal and equitable rights and remedies under the Agreement in addition to the right to possession and control of the Equipment.
- 2. CONTINUATION OF LEASE BY LESSEE. Lessee intends to continue making the payments under the Agreement. Lessee reasonably believes that legally available funds in an amount sufficient to make all payments during the term of the Agreement can be obtained. Lessee agrees that, during the budgeting process for each budget year, the Lessee's staff will provide to the appropriate governing body proper notification of any payments due under the Agreement during the applicable budget year. Notwithstanding this covenant, if Lessee fails to appropriate funds sufficient for the payments under the Agreement, the Agreement shall terminate as provided above.
- 3. PAYMENTS TO BE UNCONDITIONAL. SUBJECT TO THE TERMS OF THIS RIDER, THE OBLIGATIONS OF LESSEE TO PAY THE PAYMENTS DUE UNDER THE AGREEMENT AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED THEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS, CLAIMS OR ACTIONS AGAINST ANY EQUIPMENT VENDOR, DEALER OR MANUFACTURER.
- 4. Controlling Terms; Miscellaneous. If there are any inconsistencies between the provisions of this Rider and the provisions of the Agreement, the express provisions of this Rider shall control. Except as expressly set forth in this Rider, all of the terms and conditions of the Agreement remain binding and in full force and effect as set forth in the Agreement. Lessee confirms that to date both Lessor and Lessee have fully and properly performed under the Agreement and that Lessee remains bound to Lessor by said Agreement. To the extent not otherwise defined in this Rider, the terms used herein shall have the same meaning herein as in the Agreement.

This Rider is executed below to be effective as of the date of the Agreement first given above.

Lessor: ImageNet Consulting, LLC	Lessee: Board of County Commissioners Tulsa County, OK
Signature > May Who	Signature ▶
Print Name: ALAN WEBB	Print Name:
Print Title: GM	Print Title:
Date: 01-22-2019	Date:
,	

TULSA COUNTY BURCHASING DEPARTMENT

MEMO

DATE:

January 30, 2019

FROM:

Matney M. Ellis

Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Lease Agreement -ImageNet Consulting

Respectfully submitted for your approval and execution is the attached Lease Agreement between the Tulsa Board of County Commissioners on behalf of the Tulsa County Administrative Services and ImageNet Consulting for equipment lease on Konica Minolta, Model C458 machine located in the Tulsa County LaFortune Tennis Center, 5302 S. Hudson Ave., Tulsa, Oklahoma 74135.

Matres

MME / arh

ORIGINAL: Michael Willis, County Clerk, for the February 4, 2019 agenda.



Equipment Lease Agreement # 307859

			Le	SSE	e Informatio	n	ase Agre	ement # 307859
Lessee Lega	Name				o intomiatio			
	Boa	ard of County Con	missioner	s Tui	Isa County OK			
Street Addres	ss Tul	sa County Admini	strative Se	rvice	es Carol Crowson	Anney Plda 6	mo toola Co	01
City			Julian	LE:	I .	Zip	Do vvest 3 rd	Street e Number
Tulsa		Tulsa	Ok	lahor		74127		-596-7746
	A THE REAL PROPERTY.		Equ	ipm	ent Descripti	on		000-1740
	nd Type	Quantity	Mod	lel		Attachments		Serial Number
-	IP	1	52548	5		Fax		Serial Number
	Address:				City:			
Location	LaFortune ⁻	Tennis Center, 5302	S Hudson	Ave	Tulsa	County: Tulsa	State:	Zip:
					Tuisa	Tuisa	OK	74135
			Terms a	and	Payment Sch	redule	-17-7	
	Te	erm in Months					Payment	
		60		\$38.70				
1 cases /Full I	and March							
Lessee (Full L Board of Co	.egai name) untv Commis	sioners Tulea Count	. 04	Tulsa County Approval:				
Board of County Commissioners Tulsa County, OK			y, OK					
Ву 🗶								
	ed Signature	Title						
Authorize			nmont					
Certificate We hereby acknowledge	of Acceptan	ce of Leased Equi	C 11		n / a. :			
Certificate We hereby acknowl the equipment descr us as the Equipmen	of Acceptane	Ce of Leased Equi	ivery of all		Nolan M.=	FilesTI	1-24-	-19
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Authorize Certificate We hereby acknowled the equipment description is as the Equipment purposes of said Lea Lessee X	of Acceptantedge that on the date libed in the lease number to described in the Lease.	Ce of Leased Equi	ivery of all accepted by ects for the		APPROV	ASTRICT A	1-24- ORM FTORNE	

YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to the Lessor.

The words Y-O and Y-O'Remain are cessee, the words wit, os, and our reter to the Lesson.

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2. TERMIN DENT: The initial term shall commence on the day that any of the Equipment is delivered to you (the Commencement Date). The initial term shall commence that any other commencement of the payment is delivered to you (the Commencement Date). The initial term shall commence on the day that any of the Equipment is delivered to you (the Commencement Date). The initial term shall be payable in a day to the turn and in the amounts provided above, in full. Lassee obligation to pay the rental payment of the payment is delivered to you (the Commencement Date). The initial term shall be payable in a day and the turn and in the amounts provided above, in full. Lassee obligation to pay the rental payment of the payment is delivered to you (the Commencement Date). The initial term shall be payable in a day and the payment is delivered to you (the Commencement Date) and you delivered to you do not not be payment in the payment is delivered to you (the Commencement Date). The initial term shall be payable in a day and the payment is delivered to you (the Commencement Date). The initial term shall be payable in a day and the payment is delivered to you (the Commencement Date). The initial term shall be payable in a day and the payment is delivered to you (the Commencement Date). The initial term shall be payable in a day and the payment is delivered to you (the Commencement Date). The initial term shall be payable in a payment in the payment in the payment in the payment payment in the payment payment

hereunder. Upon tawful termination of this Agreement, provided you are not in default, the Security Deposit, if applicable, shall be returned to you. No interest shall be paid upon said Security Deposit. In the overal default, the Security Deposit, if applicable, shall be returned to you. No interest shall be paid upon said Security Deposit. In the overal of default we may apply said 12. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE THE EQUIPMENT. We may sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to be subject to be subject to be subject to any claims, defenses, or set 13. CONSENT TO JURISDICTION AND GOVERNING LAW: YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF OKLAHOMA WITH RESPECT TO ANY ACTION ARISING OUT OF THIS OKLAHOMA. You agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such said in any sell dely any party to this Agreement or the means of obtaining service of process in any such suit. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma. TO THE EXTENT COMMERCIAL CODE.

COMMERCIAL COLDS:

14. CUSTOMER P.O.: You agree that any Purchase Order issued to us covering the rental of this Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify terms of this Agreement.

15. ENTIRE AGREEMENT: This Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the parties

	Acce	epted By	
Lessor: ImageNet Consulting, LLC TIPS Contract #180103	By: lilan Uls	Title: Manager	Accepted On: 01-22-2019

- IIIIa	IEINEL	^						
Local Names	Customer Information Service Agreement # 3						# 307859	
Legal Name: Billing Address:	Board of County Con	nmissioners Tulsa Cour	nty, OK				Comont	11 30 1037
City:	Tulsa County Admini	strative Services Carol	l Crowson	Annex Bldg. 63	33 West 3rd S	itreet		
Equipment Address:	Tuisa		State	OK	Zip: 741:		91	8-596-7746
City:	Tulsa	is Center: 5302 S Huds						0 370-1140
Main Contact:	Victoria Wilson	DACH	State:	OK	Zip: 7413	35 Phone #:		
Meter Contact:	Melissa McCorkle	E-Mail:	vmwilso	n@tulsacounty.org	Phone:	918-596-5881	Ext:	T
A/P Contact:	Victoria Wilson	E-Mail:	mmccor	kle@tulsacounty.or	rg Phone:	918-496-6230	Ext:	
THE PARTY OF THE P	Victoria Wilson	E-Mail:		n@tulsacounty.org	Phone:	918-596-5881	Ext:	
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1. Implementation: ImageNet Consulting, LLC will inspect any existing equipment currently located at Customer's site and is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to the Customer at current ImageNet Consulting, LLC rates. Such repairs will be performed and charged only upon agreement of both parties. Any new equipment to be installed by ImageNet Consulting, LLC as part of this agreement will be covered upon installation and execution of this agreement. 2. Quick-Response Technical Service: In accordance with the selected "Service Plan" listed above ImageNet Consulting, LLC will provide service and all maintenance, including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies including: maintenance kits, transfer kits following stipulations and exceptions. 3. Quality Assurance: ImageNet Consulting, LLC will ensure reasonable equipment uptime through ImageNet Consulting, LLC performance management and reporting tools. Performance reviews may be scheduled at Customer's request. 4. Web-Based Support Services: ImageNet Consulting, LLC will provide its standard web-based support services including but not limited to: service call dispatch, supply orders, and meter-read input available at www.imagenetconsulting, com. 5. Meter Reading: Customer may report meters either by phone, email, facsimile, or ImageNet Consulting, LLC unya activate and use monitoring software to provide meter readings as well as report service issues and provide supply levels for networked equipment. A key Customer contact will be responsible for providing access to allow ImageNet Consulting, LLC to collect meters when needed In on meter is received, ImageNet Consulting, LLC will provide in the notifications within this agreement are to be sent via registered letter to the Contracts Department at: 913 N. Broadway, Oklahoma City							cant repair or d only upon stallation and rice and all transfer kits, ment with the anagement service call ageNet for when needed. Iling, wartment at: us of ting, LLC ill be subject ipment that is relating to	
Board of County Comm	nissioners Tulsa County,	UK Authorized Signatur	re: Imag	geNet Consulting, 1	LLC Authorize	ed Signature:		
Accepted by:	(and)	100	u	xan ll	LNO	UM	01-2	12-2019
recepted by.	Titl	e: Date:	Acce	pted by:		Title:		Date:

General

- a. Upon request ImageNet Consulting, LLC will supply the manufacturer's suggested yield and fill rates. If the supply consumption exceeds the manufacturers suggested yield and fill rates by more than twenty percent (20%) ImageNet Consulting, LLC may assess a surcharge equal to the manufacturer's suggested retail price (MSRP) of the additional usage.
- b. ImageNet Consulting, LLC may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected.
- c. ImageNet Consulting, LLC will not be obligated to provide service on Printers or Multi-Function Printers (MFP) where Customer uses (i) supplies; (ii) printer parts; or (iii) paper that does not meet manufacturer's specifications and/or Customer uses supplies or spare parts not obtained through ImageNet Consulting, LLC. ImageNet Consulting, LLC may charge its standard hourly rates to repair Printers or MFPs with service problems as a result of Customer's misuse of these items. The term supplies includes: toner, developer, drums and supply modules.
- d. If the Equipment is modified, altered, or serviced by personnel other than ImageNet Consulting, LLC representative, ImageNet Consulting, LLC may charge Customer for any damage resulting from such modification, alteration, or improper service.
- e. ImageNet Consulting, LLC will not be responsible for delays, inability to provide service calls due to strikes, accidents, acts of God or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
- f. In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through ImageNet Consulting, LLC.
- g. In the event of rising fuel costs ImageNet Consulting, LLC reserves the right to add a fuel charge to the monthly, quarterly or annual invoice.
- h. If applicable Customer may exercise the right to reduce the "Base Charge" and "images included" by up to 10%. A reduction of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
- Coverage Excluded: This Agreement excludes the following unless otherwise specified:
 - a. x Paper and staples;
 - b. Any and all equipment not listed on Schedule A or on front of this agreement; external cards, hard drives or supplemental hardware; and software;
 - c. Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at the Customer's request and does not effect this Agreement.
 - d. ____ Items damaged by Customer, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current ImageNet Consulting, LLC rates.
 - e. ____ It is client's responsibility to insure that any connected device meets with their network security policy, included but not limited to any malware protection.
- 3. Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:
 - a. Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
 - b. Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the Scope of Services Agreement, Equipment must be operated on an isolated electrical line.
 - c. Equipment must be operated within the specified operational (including usage) specifications.
 - Only ImageNet Consulting, LLC furnished supplies and parts may be used on the Equipment.
 - e. ImageNet Consulting, LLC supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested MSRP.
- 4. Additional Equipment: Customer must immediately notify ImageNet Consulting, LLC upon installation and network connection of any additional equipment at Customer's site capable of using ImageNet Consulting, LLC supplied toner cartridges. Upon installation, such equipment will automatically be included as the Equipment under this Agreement and billed accordingly to Customer.
- 5. Back Orders. Unless otherwise noted within this agreement ImageNet Consulting, LLC may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.
- 6. Term: This Agreement will begin on the Effective Date and continue for a term designated in the Agreement Terms section of this Agreement (the "Initial Term"). This Agreement may renew annually upon mutual agreement of both parties; unless Customer provides written notice to ImageNet Consulting, LLC of its intent to cancel the Agreement at least thirty (30) days prior to the last day of the then current term. ImageNet Consulting, LLC may cancel this Agreement at the end of each term without written notice. ImageNet Consulting, LLC reserves the right to increase contract rates annually, not to exceed 0% of the previous Base Coverage & Excess terms.
- 7. Payment: Payment is due thirty (30) days from date of invoice. Customer will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement.
- 8. Assignment: ImageNet Consulting, LLC may sell, assign or transfer this Agreement, without notice. Customer agrees that if ImageNet Consulting, LLC sells, assigns or transfers this Agreement, the new owner will have the same rights and benefits that ImageNet Consulting, LLC now has. Customer agrees that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, ImageNet Consulting, LLC agrees to remain responsible for our obligations hereunder. Customer may not sell, transfer and/or assign this Agreement without the prior written consent of ImageNet Consulting, LLC, such consent not to be unreasonably withheld.
- 9. Miscellaneous: This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
- 10. Breach or Default: If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) ImageNet Consulting, LLC may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates Jurisdiction: This Agreement will be governed by and construed according to the laws of the State of Oklahoma applicable to agreements wholly negotiated, executed and performed in Oklahoma. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officers of ImageNet Consulting, LLC and the Customer.
- 11. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, IMAGENET CONSULTING, LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IMAGENET CONSULTING, LLC WILL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISSING OUT OF THE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THERETO.

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Agreement No.

307859

between "Lessor" ImageNet Consulting, LLC
and "Lessee" Board of County Commissioners Tulsa County, OK

THIS RIDER to the above mentioned lease, loan or financing agreement (collectively the "Agreement") between the Lessor, acting solely as an independent funding source, and the Lessee, a government entity, is intended to be effective as of the same date as the Agreement. This Rider is hereby incorporated into the Agreement as a supplement thereto and amends the Agreement to the extent expressly provided below.

THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

- 1. Non-Appropriation Of Funds. In the event no, or insufficient, funds are appropriated and budgeted, in any fiscal period for payments due under the Agreement, Lessee will immediately notify Lessor, or its assignee, in writing of such occurrence, and the Agreement shall terminate, without penalty to Lessee, on the last day of the fiscal period for which appropriations have been received or made, except: (a) as to the portions of payments for which funds have been appropriated and budgeted, or are otherwise available, and (b) as to the Lessee's other obligations and liabilities under the Agreement, accruing or arising prior to or in connection with such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of all Equipment to Lessor, or its assignee, on the date of such termination in the manner set forth in the Agreement. Lessor will have all legal and equitable rights and remedies under the Agreement in addition to the right to possession and control of the Equipment.
- 2. CONTINUATION OF LEASE BY LESSEE. Lessee intends to continue making the payments under the Agreement. Lessee reasonably believes that legally available funds in an amount sufficient to make all payments during the term of the Agreement can be obtained. Lessee agrees that, during the budgeting process for each budget year, the Lessee's staff will provide to the appropriate governing body proper notification of any payments due under the Agreement during the applicable budget year. Notwithstanding this covenant, if Lessee fails to appropriate funds sufficient for the payments under the Agreement, the Agreement shall terminate as provided above.
- 3. PAYMENTS TO BE UNCONDITIONAL. SUBJECT TO THE TERMS OF THIS RIDER, THE OBLIGATIONS OF LESSEE TO PAY THE PAYMENTS DUE UNDER THE AGREEMENT AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED THEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS, CLAIMS OR ACTIONS AGAINST ANY EQUIPMENT VENDOR, DEALER OR MANUFACTURER.
- 4. Controlling Terms; Miscellaneous. If there are any inconsistencies between the provisions of this Rider and the provisions of the Agreement, the express provisions of this Rider shall control. Except as expressly set forth in this Rider, all of the terms and conditions of the Agreement remain binding and in full force and effect as set forth in the Agreement. Lessee confirms that to date both Lessor and Lessee have fully and properly performed under the Agreement and that Lessee remains bound to Lessor by said Agreement. To the extent not otherwise defined in this Rider, the terms used herein shall have the same meaning herein as in the Agreement.

This Rider is executed below to be effective as of the date of the Agreement first given above.

Lessor:	Lessee:
ImageNet Consulting, LLC	Board of County Commissioners Tulsa County, OK
Signature ► / lan lughts	Signature ▶
Print Name: ALAN WEBB	Print Name:
Print Title:	Print Title:
Date: 01-22-2019	Date:

TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE: J

January 30, 2019

FROM:

Matney M. Ellis

Purchasing Director

TO:

Board of County Commissioners

SUBJECT:

Lease Agreement -ImageNet Consulting

Respectfully submitted for your approval and execution is the attached Lease Agreement between the Tulsa Board of County Commissioners on behalf of the Tulsa County Administrative Services and ImageNet Consulting for equipment lease on Konica Minolta, Model C558 machine located in the Tulsa County Juvenile Bureau Northpoint, 205 E. Pine St., Ste. 2, Tulsa, Oklahoma 74106.

MME / arh

ORIGINAL: Michael Willis, County Clerk, for the February 4, 2019 agenda.



Fauinment Lease Agreement # 307857

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We hereby acknowledge that on the date indicated below we received delivery of all the equipment described in the lease numbered above. The equipment is accepted by				APPROVED AS TO FORM				
us as the Equipment described in the Lease and is satisfactory in all respects for the purposes of said Lease.			ects for the	ASSISTANT DISTRICT ATTORNEY				
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The words YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to the Lessor.

1. RENTAL ("AGREEMENT"): We agree to rent to you and you agree to rent from us the equipment listed above (Equipment). You promise to pay us the rental payment according to the payment schedule shown above. The parties intend this Agreement to be a finance lease under Article 2A of the Uniform Commercial Code and equipment will be quoted at fair market values at the end of the rental term unless otherwise specified in this Agreement. This Agreement is non-

This Agreement to be a mance lease under Autor 2A or the Uniform Commencial Code and equipment will be quoted at fair market values at the end of the remaintern unless otherwise specified in this Agreement. This Agreement is non-cancelable.

2. TERM AND RENT: The initial term shall commence on the day that any of the Equipment is delivered to you (the Commencement Date). The installments of rent shall be payable in advance, at the time and in the amounts provided above, on the commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full. Lessee obligation to pay like rent and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense or counter-claim for any reason whatsover.

3. NO WARRANTIES: We are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT.

4. OWNERSHIP: We are the owner of the Equipment and have title to the Equipment and have title to the Equipment. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In state where permissible, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement showing our interest in the requested by us for such purpose. You agree to pay or relimbures us for any searchings, stamp fees or taxes related to the filing or recording of any such instrument or statement.

5. MAINTENANCE, RISK OF LOSS AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment f

7. TAXES AND FEES: You agree to pay when due or reimburse us for all taxes (including, but not limited to, any properly taxes), fees, fines and penalties retating to use or ownership of the Equipment or to this Agreement, now or hereafter imposed, levided or assessed by any state, federal or local government or agency.

8. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.

9. RENEWAL TERM: THIS LEASE IS IRREVOABLE UNTIL TERMINATED AS PROVIDED HEREIN and Lessee's obligations hereunder shall not abate by reason of Lessor's taking of possession of the equipment or for any other reason. In the term of this Lease shall be effective upon the delivery of the equipment to Lessee, shall confine for the number of months specified above (the term) following the delivery of the equipment to Lessee and may be renewed annually upon to Retain the Equipment and the Equip

10. RETURN: Unless this Agreement renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by us.

11. DEFAULT AND REMEDIES: if you (a) fail to pay rent or any other payment hereunder when due; or (b) fail to perform any of the other terms, covenants or conditions of this Agreement after ten (10) days written notice; or (c) become insolvent or make an assignment for the benefit of creditors; or (d) a receiver, trustee, conservator or liquidator is appointed with or without your consent, you shall be in default under the Agreement and, we may, to evdent permitted by annum and (y) the anticipated value of the Equipment shall be use of the notice that the payments for the unpaid term of this Agreement or any schedule hereto discounted at the rate of 6% per annum and (y) the anticipated value of the Equipment shall become your property; (ii) to similarly accelerate the balances due under any other agreements between us; (iii) to take immediate possession of the Equipment and Equipment and the balances of the payments for the unpaid term of this Agreement or any schedule hereto discounted at the rate of 6% per annum and (y) the anticipated value of the Equipment shall become your property; (ii) to similarly accelerate the balances due under any other agreements between us; (iii) to take immediate possession of the Equipment and to apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder; (iv) require you to require you to remedy and administrative expenses, on account of your obligations hereunder; (iv)

Security Deposit to cure any default

12. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE THE EQUIPMENT. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.

13. CONSENT TO JURISDICTION AND GOVERNING LAW; YOU CONSENT TO THE PERFORMAL JURISDICTION OF THE COURTS OF THE STATE OF OKLAHOMA WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN OKLAHOMA AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN OKLAHOMA. You agree that the right of the new owner will not be subject to any such action. However, nothing in the paragraph shall be construed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such action. However, nothing in the paragraph shall be construed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the State of Oklahoma. TO THE EXTENT COMMERCIAL CODE.

COMMERCIAL CODE..
14. CUSTOMER P.O.: You agree that any Purchase Order issued to us covering the rental of this Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify terms of this Agreement.

16. ENTIRE AGREEMENT: This Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

	n Acce	pted By	
Lessor: ImageNet Consulting, LLC	By: Man 4 lists	Title: Manager	Accepted On: 1-22-2019
TIPS Contract #180103			

BULLING HE HAD	reivet	Customer Inform	ation			-	G			
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Equipment Address:	Juvenile Bureau – No	orthpoint 205 E Pine St,	Ste 2		Lip	14127	Iviam Fnone #:	91	8-596-7746	
City:	Tulsa			OK	Zip	74106	Phone #:			
Main Contact: Meter Contact:	Victoria Wilson	E-Mail:	vmwilson	@tulsacoun	ity.org	Phone:	918-596-5881	Ext:	T	
A/P Contact:	Karen Totten	E-Mail:		tulsacounty		Phone:	918-631-6701	Ext:		
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Accepted by:	Tit	le: Date:	Accepte	d by:			Title:		Date:	

General

- a. Upon request ImageNet Consulting, LLC will supply the manufacturer's suggested yield and fill rates. If the supply consumption exceeds the manufacturers suggested yield and fill rates by more than twenty percent (20%) ImageNet Consulting, LLC may assess a surcharge equal to the manufacturer's suggested retail price (MSRP) of the additional usage.
- b. ImageNet Consulting, LLC may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected.
- c. ImageNet Consulting, LLC will not be obligated to provide service on Printers or Multi-Function Printers (MFP) where Customer uses (i) supplies; (ii) printer parts; or (iii) paper that does not meet manufacturer's specifications and/or Customer uses supplies or spare parts not obtained through ImageNet Consulting, LLC. ImageNet Consulting, LLC may charge its standard hourly rates to repair Printers or MFPs with service problems as a result of Customer's misuse of these items. The term supplies includes: toner, developer, drums and supply modules.
- d. If the Equipment is modified, altered, or serviced by personnel other than ImageNet Consulting, LLC representative, ImageNet Consulting, LLC may charge Customer for any damage resulting from such modification, alteration, or improper service.
- e. ImageNet Consulting, LLC will not be responsible for delays, inability to provide service calls due to strikes, actidents, acts of God or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
- f. In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through ImageNet Consulting, LLC.
- z. In the event of rising fuel costs ImageNet Consulting, LLC reserves the right to add a fuel charge to the monthly, quarterly or annual invoice.
- h. If applicable Customer may exercise the right to reduce the "Base Charge" and "images included" by up to 10%. A reduction of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
- 2. Coverage Excluded: This Agreement excludes the following unless otherwise specified:
 - a. __x_ Paper and staples;
 - b. Any and all equipment not listed on Schedule A or on front of this agreement; external cards, hard drives or supplemental hardware; and software;
 - c. Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at the Customer's request and does not effect this Agreement.
 - d. ____ Items damaged by Customer, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current ImageNet Consulting, LLC rates.
 - e. ____ It is client's responsibility to insure that any connected device meets with their network security policy, included but not limited to any malware protection.
- 3. Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:
 - a. Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
 - b. Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the Scope of Services Agreement, Equipment must be operated on an isolated electrical line.
 - c. Equipment must be operated within the specified operational (including usage) specifications.
 - d. Only ImageNet Consulting, LLC furnished supplies and parts may be used on the Equipment.
 - e. ImageNet Consulting, LLC supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested MSRP.
- 4. Additional Equipment: Customer must immediately notify ImageNet Consulting, LLC upon installation and network connection of any additional equipment at Customer's site capable of using ImageNet Consulting, LLC supplied toner cartridges. Upon installation, such equipment will automatically be included as the Equipment under this Agreement and billed accordingly to Customer.
- 5. Back Orders. Unless otherwise noted within this agreement ImageNet Consulting, LLC may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.
- 6. Term: This Agreement will begin on the Effective Date and continue for a term designated in the Agreement Terms section of this Agreement (the "Initial Term"). This Agreement may renew annually upon mutual agreement of both parties; unless Customer provides written notice to ImageNet Consulting, LLC of its intent to cancel the Agreement at least thirty (30) days prior to the last day of the then current term. ImageNet Consulting, LLC may cancel this Agreement at the end of each term without written notice. ImageNet Consulting, LLC reserves the right to increase contract rates annually, not to exceed 0% of the previous Base Coverage & Excess terms.
- 7. Payment: Payment is due thirty (30) days from date of invoice. Customer will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement.
- 8. Assignment: ImageNet Consulting, LLC may sell, assign or transfer this Agreement, without notice. Customer agrees that if ImageNet Consulting, LLC sells, assigns or transfers this Agreement, the new owner will have the same rights and benefits that ImageNet Consulting, LLC now has. Customer agrees that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, ImageNet Consulting, LLC agrees to remain responsible for our obligations hereunder. Customer may not sell, transfer and/or assign this Agreement without the prior written consent of ImageNet Consulting, LLC, such consent not to be unreasonably withheld.
- 9. Miscellaneous: This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
- 10. Breach or Default: If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) ImageNet Consulting, LLC may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates Jurisdiction: This Agreement will be governed by and construed according to the laws of the State of Oklahoma applicable to agreements wholly negotiated, executed and performed in Oklahoma. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officers of ImageNet Consulting, LLC and the Customer.
- 11. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, IMAGENET CONSULTING, LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IMAGENET CONSULTING, LLC WILL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISSING OUT OF THE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THERETO.



Agreement No.	307857	

between "Lessor" ImageNet Consulting, LLC
and "Lessee" Board of County Commissioners Tulsa County, OK

THIS RIDER to the above mentioned lease, loan or financing agreement (collectively the "Agreement") between the Lessor, acting solely as an independent funding source, and the Lessee, a government entity, is intended to be effective as of the same date as the Agreement. This Rider is hereby incorporated into the Agreement as a supplement thereto and amends the Agreement to the extent expressly provided below.

THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

- 1. Non-Appropriation Of Funds. In the event no, or insufficient, funds are appropriated and budgeted, in any fiscal period for payments due under the Agreement, Lessee will immediately notify Lessor, or its assignee, in writing of such occurrence, and the Agreement shall terminate, without penalty to Lessee, on the last day of the fiscal period for which appropriations have been received or made, except: (a) as to the portions of payments for which funds have been appropriated and budgeted, or are otherwise available, and (b) as to the Lessee's other obligations and liabilities under the Agreement, accruing or arising prior to or in connection with such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of all Equipment to Lessor, or its assignee, on the date of such termination in the manner set forth in the Agreement. Lessor will have all legal and equitable rights and remedies under the Agreement in addition to the right to possession and control of the Equipment.
- 2. CONTINUATION OF LEASE BY LESSEE. Lessee intends to continue making the payments under the Agreement. Lessee reasonably believes that legally available funds in an amount sufficient to make all payments during the term of the Agreement can be obtained. Lessee agrees that, during the budgeting process for each budget year, the Lessee's staff will provide to the appropriate governing body proper notification of any payments due under the Agreement during the applicable budget year. Notwithstanding this covenant, if Lessee fails to appropriate funds sufficient for the payments under the Agreement, the Agreement shall terminate as provided above.
- 3. PAYMENTS TO BE UNCONDITIONAL. SUBJECT TO THE TERMS OF THIS RIDER, THE OBLIGATIONS OF LESSEE TO PAY THE PAYMENTS DUE UNDER THE AGREEMENT AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED THEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS, CLAIMS OR ACTIONS AGAINST ANY EQUIPMENT VENDOR, DEALER OR MANUFACTURER.
- 4. Controlling Terms; Miscellaneous. If there are any inconsistencies between the provisions of this Rider and the provisions of the Agreement, the express provisions of this Rider shall control. Except as expressly set forth in this Rider, all of the terms and conditions of the Agreement remain binding and in full force and effect as set forth in the Agreement. Lessee confirms that to date both Lessor and Lessee have fully and properly performed under the Agreement and that Lessee remains bound to Lessor by said Agreement. To the extent not otherwise defined in this Rider, the terms used herein shall have the same meaning herein as in the Agreement.

This Rider is executed below to be effective as of the date of the Agreement first given above.

Lessor: ImageNet Consulting, LLC	Lessee: Board of County Commissioners Tulsa County, OK				
Signature > Way Webb	Signature >				
Print Title: GM	Print Name: Print Title:				
Date: 1-22-2019	Date:				

TULSA COUNTY PURCHASING DEPARTMENT

MEMO

DATE:

January 30, 2019

FROM:

Matney M. Ellis

Purchasing Director Matus

TO:

Board of County Commissioners

SUBJECT:

Lease Agreement -ImageNet Consulting

Respectfully submitted for your approval and execution is the attached Lease Agreement between the Tulsa Board of County Commissioners on behalf of the Tulsa County Administrative Services and ImageNet Consulting for equipment lease on Konica Minolta, Model C458 machine located in the Tulsa County South Community Center, 13800 S. Peoria Ave., Tulsa, Oklahoma 74008.

MME / arh

Michael Willis, County Clerk, for the February 4, 2019 agenda. ORIGINAL:



Equipment | ease Agreement # 30784

		Le	SSE	e Informa	tion	ass rigic	ement # 30/65	
Lessee Legal Name				o innonna	LIOIT			
	Board of Count	Commissioner	e Tule	sa County (nk .			
Street Address	Tulsa County A	dministrative Se	rvices	Carol Cro	UCON Annov Did. O	00.141		
City County S			Services Carol Crowson Annex Bldg. 633 West 3rd					
Tulsa	Tulsa		lahom	na	74127		Number	
				ent Descr		916-	596-7746	
Make and Ty	pe Quantit	y Mod		TIL Desci		اعتطاليق		
		y WOO			Attachments		Serial Number	
Konica Minolt	1	C458	Large Paper Drawer, Fax, In Hole Punch, Side Ta		Hole Punch, Side Tal	ner Finisher, able		
Addre	SS:	- V		City:	Court	1 00		
Location South	Location South Community Center, 13800 S Peo		ia Ave Bixby		County: Tulsa	State: OK	Zip:	
				Bixby	I ulaa	UK	74008	
		Terms a	nd P	ayment S	Schedule	Note that		
Term in Months			Lease Payment					
60			\$228.06					
Lessee (Full Legal Na			Tulsa County Approval:					
Board of County Co	mmissioners Tulsa (Jounty, OK						
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Authorized Signature	1	Title						
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Certificate of Acce	eptance of Leased	Equipment		100	in M. talds	1.	-24-19	
We hereby acknowledge that on the equipment described in the I	the date indicated below we recease numbered above. The equir	eived delivery of all		AF	PROVED AS	TO FORM		
the equipment described in the lease numbered above. The equipment is accepted by as as the Equipment described in the Lease and is satisfactory in all respects for the numposes of said Lease.				ASSISTANT DISTRICT ATTORNEY				
turposes of said Lease.				SHOOL ST	Mai Mallin	INITOR	Cross r	
_essee X								
Authorized Signature Date								
		Term	s an	ıd Condit	ions			
NAME OF TAXABLE PARTY.	Lessee. The words WE, US, and C		-	la comunit	IONO		Charles and the second	

The words YOU and YOUR mean the Lessee. The words were, us, and OUR refer to the Lessor.

1. RENTAL ("AGREEMENT"): We agree to rent to you and you agree to rent from us the equipment listed above (Equipment). You promise to pay us the rental payment according to the payment schedule shown above. The parties intend this Agreement to be a finance lease under Article 2A of the Uniform Commercial Code and equipment will be quoted at fair market values at the end of the rental term unless otherwise specified in this Agreement. This Agreement is non-

1. RENTAL ("AGREEMENT": We agree to rent to you and you agree to rent from us the equipment listed above (Equipment). You promise to pay us the rental payment according to the payment schedule shown above. The paddes intend cancelable.

2. TERM AND RENT: The initial term shall commence on the day that any of the Equipment is delivered to you (the Commencement Date). The initial term unless otherwise specified in this Agreement. This Agreement is non-commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all rent and any additional rent or expenses changeable under this Agreement shall have been paid and the payment of the commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all rent and any additional rent or expenses changeable under this Agreement shall have been paid and the payment of the payment

hereunder. Upon lawful termination of this Agreement, provided you are not in default, the Security Deposit, if applicable, shall be returned to you. No interest shall be paid upon said Security Deposit. In the event of default we may apply said Security Deposit to cure any default.

12. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE THE EQUIPMENT. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any dairns, defenses, or set offs that you may have against us. In the event of a said, assignment or transfer this Agreement, the new owner will not be subject to any dairns, defenses, or set of the transfer this Agreement. The subject to the event of a said, assignment or transfer this Agreement or transfer this Agreement, without notice. You agree that the right of the new owner will not be subject to any dairns, defenses, or set of state of purples that service of process by certified mail. Performent of the performance of the performanc

COMMERCIAL CODE.

14. CUSTOMER P.O.: You agree that any Purchase Order issued to us covering the rental of this Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify terms of this Agreement.

15. ENTIRE AGREEMENT: This Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

	1/	Acc	epted By	
Lessor: ImageNet Consulting, LLC	By: Way	Welfs	Title: Manager	Accepted On: 0/- 22 -26/9
TIPS Contract #180103				01-12-2011

Legal Name: Billing Address: City: Equipment Address:		Customer Inforr			. Liste		Service Agr	eement	t#307 85
City:	Board of County Con	missioners Tulsa Cou	nty, OK						
	Tulsa County Admini	strative Services Carol							
EQUIDIFICATORS:	Tulsa		State:	OK	Zip	: 74127	Main Phone #:	91	8-596-7746
	South County Commi	inity Center: 13800 S							
City:	Bixby		State:	OK	Zip		Phone #:		
Main Contact:	Victoria Wilson	E-Mail:		tulsacounty.		Phone:	918-596-5881	Ext:	
Meter Contact:	Eddie Shackleford	E-Mail:	eshacklefo	d@tulsacoun	ty.org	Phone:	918-746-3781	Ext:	
A/P Contact:	Victoria Wilson	E-Mail:	vmwilson(tulsacounty.c	org	Phone:	918-596-5881	Ext:	
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Correspondence: Al 913 N. Broadway, Ok y Contact: Customer a stomer key contact chan I replace with a new key ftware & Connectivity: additional charges. Imaguires software or connectivate and/or connectivity uest ImageNet Consultir rges that may apply will	l correspondence relating lahoma City, OK 73102 a grees to make available a ges so as to affect the cor	attention Contracts. and designate a key contactact's availability to per LC will connect up to fill provide to customer a cover the entire scope cope of work after ninet w scope of work related both parties have agreed	hin this agr act for gene form this a cour (4) wor a Connection of work to ty (90) days to any issued to and ex	eral administrassignment, Cakstations dur vity Informatible performed so of the initial	ration of customer ring initi ion Sheat I during I set up after nii scope o	this Agreer r shall prom al installation et ("CIS") put the initial source independent to (90) day of work.	nent. If the employnptly inform ImageNon; additional works: rior to installation of et up of the equipmedent of this agreement of the initial instance.	nent status et Consult ations wil any equip nt. Issues nt. At the Il. Any ac	s of ing, LLC Il be subject oment that relating to Customer' idditional

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General

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Agreement No. 307856

between "Lessor" ImageNet Consulting, LLC
and "Lessee" Board of County Commissioners Tulsa County, OK

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- 1. Non-Appropriation OF Funds. In the event no, or insufficient, funds are appropriated and budgeted, in any fiscal period for payments due under the Agreement, Lessee will immediately notify Lessor, or its assignee, in writing of such occurrence, and the Agreement shall terminate, without penalty to Lessee, on the last day of the fiscal period for which appropriations have been received or made, except: (a) as to the portions of payments for which funds have been appropriated and budgeted, or are otherwise available, and (b) as to the Lessee's other obligations and liabilities under the Agreement, accruing or arising prior to or in connection with such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of all Equipment to Lessor, or its assignee, on the date of such termination in the manner set forth in the Agreement. Lessor will have all legal and equitable rights and remedies under the Agreement in addition to the right to possession and control of the Equipment.
- 2. CONTINUATION OF LEASE BY LESSEE. Lessee intends to continue making the payments under the Agreement. Lessee reasonably believes that legally available funds in an amount sufficient to make all payments during the term of the Agreement can be obtained. Lessee agrees that, during the budgeting process for each budget year, the Lessee's staff will provide to the appropriate governing body proper notification of any payments due under the Agreement during the applicable budget year. Notwithstanding this covenant, if Lessee fails to appropriate funds sufficient for the payments under the Agreement, the Agreement shall terminate as provided above.
- 3. PAYMENTS TO BE UNCONDITIONAL. SUBJECT TO THE TERMS OF THIS RIDER, THE OBLIGATIONS OF LESSEE TO PAY THE PAYMENTS DUE UNDER THE AGREEMENT AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED THEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS, CLAIMS OR ACTIONS AGAINST ANY EQUIPMENT VENDOR, DEALER OR MANUFACTURER.
- 4. Controlling Terms; Miscellaneous. If there are any inconsistencies between the provisions of this Rider and the provisions of the Agreement, the express provisions of this Rider shall control. Except as expressly set forth in this Rider, all of the terms and conditions of the Agreement remain binding and in full force and effect as set forth in the Agreement. Lessee confirms that to date both Lessor and Lessee have fully and properly performed under the Agreement and that Lessee remains bound to Lessor by said Agreement. To the extent not otherwise defined in this Rider, the terms used herein shall have the same meaning herein as in the Agreement.

This Rider is executed below to be effective as of the date of the Agreement first given above.

Lessor:	Lessee:
ImageNet Consulting, LLC	Board of County Commissioners Tulsa County, OK
Signature ► Way Wb5	Signature ►
Print Name: ALAN WEBB	Print Name:
Print Title: GM	Print Title:
Date: 01-22 -2019	Date: