

**OKLAHOMA COUNTY RENEWAL AGREEMENT  
FISCAL YEAR 2024-2025**

This Renewal Agreement is entered into by and between the Board of County Commissioners of Oklahoma County, with a principal place of business located at 320 Robert S. Kerr, Oklahoma City, Oklahoma 73102 and IMAGENET CONSULTING (IMAGENET) with a principal place of business located at 913 NORTH BROADWAY, OKLAHOMA CITY, OK 73102.

**WITNESSETH**

**WHEREAS**, the Board of County Commissioners and IMAGENET entered into an Agreement dated July 1, 2021 for lease of 13 Canon copiers, (hereinafter “Original Agreement.” Under the terms of this Original Agreement, the County is given three (3) options to renew, each for a period of one year.

**WHEREAS**, the parties desire to exercise the right to renew the Original Agreement.

**THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **TERM**: Pursuant to Article 3, the parties agree to extend the term of the Original Agreement for one year from July 1, 2024, through June 30, 2025.
2. **PRICE ADJUSTMENT**: Pursuant to Article 4, the parties agree that the compensation to be paid to IMAGENET shall be \$48,730.44 plus

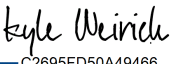
maintenance not to exceed \$18,000.00, an increase based on last year's usage.

- 3. ADDITIONAL SERVICES: In addition to the services provided under the terms of the Original Agreement, IMAGENET agrees to provide one (1) additional copier at a cost of \$210.00.
- 4. EFFECT OF RENEWAL: Except as specifically set forth herein, all other terms and conditions of the Original Agreement shall remain unaffected by this renewal agreement and continue in full force and effect.

**IN WITNESS THEREOF**, the parties have caused this Renewal Agreement to be signed by their duly authorized representatives.


IMAGENET CONSULTING

OKLAHOMA COUNTY SHERIFF

DocuSigned by:  
  
 C2695FD50A49466...  
 kyle weirich      6/16/2024  
 Leasing Manager      Date

  
 6/27/2024  
 Date

Approved as to form and legality

  
 Assistant District Attorney

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Board of County Commissioners of Oklahoma County

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_  
County Clerk

OKLAHOMA COUNTY, OKLAHOMA  
BOARD OF COUNTY COMMISSIONERS

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STANDARD LONG TERM LEASE CONTRACT BETWEEN COUNTY AND VENDOR

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CONTRACT made as of the 1<sup>st</sup> day of July, 2021

BETWEEN the COUNTY: The Board of County Commissioners of the  
County of Oklahoma  
320 Robert S. Kerr, Rm. 101  
Oklahoma City, Oklahoma 73102

on behalf of: **Oklahoma County Sheriff's Office**  
Contact Person: **Andrea Dean**  
Telephone Number: **713-2012**  
E-Mail: **andrea.dean@oklahomacounty.org**

and the VENDOR: **IMAGENET CONSULTING**  
Address: **913 NORTH BROADWAY**  
**OKLAHOMA CITY, OK 73102**  
Contact Person: **MONICA NICHOLS**  
Telephone Number: **600-1351**  
E-Mail: **mnichols@imagenetconsulting.com**

for the long term lease of the following items:

**Thirteen (13) Canon Copiers for the Sheriff's Office (See Attachment for Equipment Models and Locations)**

County, State or GSA Contract Number: **Oklahoma State Contract SW10131**

This contract has been examined and approved as to legality by the District Attorney, Oklahoma County.

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Assistant District Attorney

Date

**THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.**

Standard contract consisting of 3 pages  
with 7 page of attachments

ARTICLE 1  
EQUIPMENT LEASED

The Vendor shall supply the following equipment to the County: (describe item/s and serial numbers/s)

**Thirteen (13) Canon Copiers for the Sheriff's Office (See Attachment for Equipment Models and Locations).**

ARTICLE 2  
INSURANCE/LIABILITY

The Vendor agrees to maintain liability and Workers' Compensation insurance to cover the acts of Vendor and his employees or agents regarding any services rendered pursuant to this contract. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act. The Vendor agrees to indemnify and hold harmless the County for any negligent acts of Vendor in the performance of this Contract.

ARTICLE 3  
TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1, 2021 and by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2022. County shall have the right to renew this Contract for 3 successive annual renewal periods. Each annual renewal period shall expire on the last day of the then current fiscal year of County. It is the present intent of the County to continue this lease for an additional 3 fiscal years. However, in order for the contract to be continued the contract must be renewed on July 1 or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners. Pursuant to 62 O.S. §430.1 in no event shall the County's obligation be deemed to continue past the end of the County's fiscal year ending June 30 of every year, nor shall County be deemed to be indebted beyond the indebtedness created by each fiscal year's obligation.

It is agreed between the parties that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a thirty day written notice and may terminate immediately if Vendor breaches any of the terms of this contract.

ARTICLE 4  
CONTRACT AMOUNT

The County shall pay the Vendor for the lease of this equipment as follows:

**See Attachment for Monthly Lease Pricing and Monthly Per Copy Costs. Agreement includes all consumable supplies, except paper, and all service and maintenance costs. The total annual equipment lease cost is \$48,730.44 and the estimated annual maintenance cost is \$6,000.00.**

ARTICLE 5  
MISCELLANEOUS PROVISIONS

ARTICLE 6  
BLANKET PURCHASE ORDER

This contract is null and void unless the amount of the contract has been encumbered by the Oklahoma County Clerk. Upon approval of this contract a Blanket Purchase Order Number will be issued by Oklahoma County as set out below.

ARTICLE 7  
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S.A. Section 1500 et. seq., 19 O.S.A. Section 1 and 62 O.S.A., Section 430.1.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:

Chairman \_\_\_\_\_

Department Head \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Carolynn Caudill, County Clerk

VENDOR: ImageNet Consulting, LLC

By: Kyle Weirich 06/29/2022

Kyle Weirich, Leasing Manager

Attest or Notary:  
\_\_\_\_\_

Requisition Number \_\_\_\_\_

Blanket Purchase Order Number \_\_\_\_\_

**Article 5  
Miscellaneous Provisions:**

1. **Equipment Performance:**

- a. The equipment supplied shall be in operational or repairable condition throughout the term of the lease.

(1) Operational condition means the equipment is producing clear and clean copies, all mechanical accessories are operating as intended and in all respects the equipment is performing up to the standards in the manufacturer's specifications.

(2) Repairable condition means that the equipment can be repaired by a qualified technician within the terms of the maintenance agreement. Additionally, all required replacement parts are available and the equipment down time does not exceed that specified in the maintenance agreement.

- b. After a thirty (30) day notice and cure period, if the equipment continues to fail to be operational or repairable as defined above, the Sheriff's Office may take those remedies available to it under Article 3 of this agreement. Such recourse shall not be the basis for increasing the monthly payment or extending the term of the lease.

- c. **Maintenance and Support:**

**Preventive Maintenance:** The contractor shall provide preventative maintenance at least equal to the commercial practice. Intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same model of copier.

**Response to Service Calls:** At minimum, during normal working hours, Monday through Friday (excluding holidays observed by Oklahoma County), the contractor shall respond to verbal or written requests for service calls. The contractor shall be on-site to repair the copier within four (4) hours after the verbal or written request for the service call. The contractor's response time on a service call starts when a Sheriff's Office representative places a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

**Equipment Repair:** Any equipment which is non-operational and cannot be repaired within 24 hours of notification that service is required, will be replaced, at the customer's request, within two (2) working days by a loaner unit until repairs are completed. Loaner equipment does not have to be the same model, but must perform the same functions as the equipment being repaired. If the contractor fails to meet these requirements, the contractor may be in non-compliance with this contract.

**Parts and Supplies:** The contractor is required to provide OEM maintenance and OEM parts during the entire term of this contract. Delivery of supplies, including toner and staples, to the Sheriff's Office Property Office shall occur within one (1) working day of placing an order. The contractor shall be responsible for the removal and recycling of all empty toner bottles/cartridges, or any other recyclable components of the devices, at no cost to the Sheriff's Office.

- d. To meet the changing needs and requirements of the Sheriff's Office, flexibility for adding options during the lease term shall be allowed. Options leased shall end coterminous with equipment originally leased. Options added after equipment installation shall be priced at the originally contracted price, amortized over the remaining term of the lease.

2. **Billing:**

- a. The contractor shall mail a monthly invoice to the below listed address:

Oklahoma County Sheriff's Office  
2101 NE 36th Street  
Oklahoma City, OK 73111  
Attention: Finance Division

- b. Invoices shall include the following minimum information:

- (1) Copier Model & Serial Numbers
- (2) Installation Address
- (3) Bill to address
- (4) Meter Readings- both previous month and current month
- (5) Total number of copies produced
- (6) Monthly base prices and meter readings for the billing period
- (7) Total cost

3. **Disk Drive Ownership and Management:**



- a. Disk drives included in leased equipment under this contract are the property of the Oklahoma County Sheriff's Office, and they will either be purchased from the contractor for the price of \$200.00 per disk drive or they will be scrubbed clean and verified.
- b. If a leased device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive and memory of the device.

4. Training:

- a. The contractor shall train all appropriate Oklahoma County personnel, including but not limited to MIS staff, as well as the Sheriff's Office users in the operation of the equipment, at the time of initial installation, with as needed follow up training for the term of the lease. Such training shall occur at each installation site and shall be performed at no additional cost to Oklahoma County or the Sheriff's Office.
- b. Level-1 in depth training for the Sheriff's Office Technical Services and MIS personnel shall provide all training necessary to enable these personnel to sufficiently support all operator/user requests, with the exception of those requiring an authorized service representative. Level-1 training shall occur no less than 20 business days prior to equipment deployment. It is expected that the contractor shall provide Level-1 training for each model of device deployed under this contract. The contractor shall provide a training manual for all Level-1 staff, to include but not limited to information on the features and functions of all of the deployed equipment, as well as maintenance and troubleshooting which would not require an authorized service representative.
- c. Level-2 training for all Sheriff's Office personnel shall be performed by the contractor so that they may optimally use the enabled features of the equipment installed in their respective offices on the day of installation. Training shall be conducted at all Sheriff's Office locations, as needed. Although the contractor is solely responsible for conducting the training, the Sheriff's Office reserves the right to work with the contractor to schedule training and approve all training plans and materials in advance of any training.
- d. The contractor shall be responsible for all costs for training materials.
- e. The contractor shall be expected to provide training to no less than five (5) remote sites for the term of the lease.

5. Manage, Configure, and Monitoring Equipment:

- a. All Sheriff's Office personnel shall have the ability to copy and print monochrome documents and the Sheriff's Office shall require the ability to control the utilization of copying and printing.
- b. The contractor shall be required to provide the Sheriff's Office a software tool for the purpose of centrally managing, organizing, and controlling devices remotely over a web interface. This tool shall allow administrators to securely make configuration changes over the web, to view and operate any device's control panel, to view and modify a device's configuration settings, perform changes to one device or groups of devices with one set of commands, and view, download, and upload files in the devices. It shall also be capable of inquiring, centrally managing, organizing, and controlling devices remotely over the web interface. It shall be able to monitor device status and utilization online, including automatic notification when certain pre-determined click count parameters are exceeded. This tool shall be capable of inquiring the status of individual devices deployed by IP address. Inquiries shall display the current status of the device and provide capabilities to diagnose device problems. Also, these inquiries shall provide information regarding device configuration and identification (i.e. device serial number). The devices shall require authentication to make configuration changes.
- c. In addition, for the purpose of monitoring device utilization this tool shall provide the ability to gather device utilization information for the entire fleet. This tool shall allow for the collection of this data in user specified categories (e.g. category type, specific user usage, specific office usage, etc.). The information made available for device utilization shall include the device type, serial number, the number of impressions printed (monochrome and color where applicable), the number of impressions copied (monochrome and color where applicable), the number of faxes received and sent (where applicable), and the number of images scanned (where applicable). This application shall also provide reports in a Microsoft Excel or CSV format.

6. Equipment Title for Leased Equipment:

- a. Title is and shall remain the exclusive property of the contractor, and the Sheriff's Office shall have no right, title, or interest therein. All replacements, attachments, alterations, substitutions, and repairs thereto shall become a component part of the equipment and title hereto shall be immediately vested in the contractor and shall be included under the terms hereof. The Sheriff's Office shall not remove any ownership identification tags on the equipment or suffer or permit any lien encumbrance of any kind against the equipment or allow it to become fixtures of real estate.

- b. Contractor's leases shall not be passed on to third party banks or finance companies. Leases shall be backed by the manufacturer or the contractor's financial institution under the contractor's name. Contractor or manufacturer cannot in any way subrogate any part of their contract to a third party. Contractor is the primary contractor and assumes all responsibilities of term lease.

7. Cancellation of Individual Placement:

A single copier placement may be cancelled by the Sheriff's Office by giving 10 days written notice (via mail or fax) to the contractor. Issuance of cancellation may occur under the following circumstances:

- a. The Sheriff's Office may cancel an individual copier placement upon documentation and verification of an individual copier's unacceptable degree of operational up time, failure of the piece of equipment to otherwise meet performance specifications or the contractor's consistent pattern of non-compliance to service requirements and response times in regard to that machine. In the event a placement is cancelled for any of the above reasons involving contractor non-compliance or equipment non-performance, neither the Sheriff's Office, nor the County shall be held responsible for any costs of removing equipment and shall not be subject to any penalties.
- b. The placement of copiers shall be cancelled at no penalty due to absence of funding of the Sheriff's Office. For the purposes of this contract and resulting Purchase Order, the absence of funding provision shall also be applicable to a situation when an entire office location, division, or department is eliminated due to budget constraints.

8. Copier Removal:

Upon lease termination/expiration, the contractor shall take required action to have equipment removed. Equipment shall be removed within ten (10) working days from lease termination/expiration date. It is the contractor's responsibility to coordinate the removal of equipment. The Sheriff's Office is not required to contact the contractor to arrange the pickup of equipment. The contractor shall be responsible for any removal charges on equipment leased under this contract.

9. Deployment Plan:

It is the goal of the Sheriff's Office to have a 30 day deployment/transition. The contractor shall work with the current contractor to ensure that there is not any service interruption.

10. Reporting:

The contractor shall submit reports monthly and quarterly. Monthly reports shall be e-mailed to the designated Sheriff's Office personnel within 15 calendar days after the last day of the month. Quarterly reports shall be e-mailed to the designated Sheriff's Office personnel within 30 calendar days following the reporting period described herein. At a minimum, the data fields to be reported for each active device are:

- a. Location information (including department name, address, floor, and room details)
- b. Copier specifications (including manufacturer, model, and serial number)
- c. Accessories included
- d. Lease start date and end date
- e. Monthly lease charge
- f. Maintenance Cost per Copy (B & W)
- g. Maintenance Cost per Copy (Color)
- h. Usage volume (itemized by month, B & W, and Color)
- i. Total invoiced amount (shall equal monthly lease charge + maintenance cost per copy \* volume)

11. On-Going Fleet Rationalization:

The contractor shall conduct quarterly utilization reviews, then, recommend changes to right-size machines where the utilization is less than 60% for 3 consecutive months. The contractor agrees to replace the machine with another capable of the same required features but lower usage rating at no cost or penalty to the Sheriff's Office.

location address & contact info

location	address	contact person	contact number	equipment	serial number	b number	prom	monthly lease	GFC-B & W	GFC-Color
Community Services	Francis Tuttle Station, Rockwell Campus	Deputy on Duty	713-1481	Canon IRC7570i SFF			70	\$ 449.39	\$ 0.0075	\$ 0.0430
Court Detail	Oklahoma County Courthouse, 11th Floor	Secretary	713-4876	Canon IRC6575i SFF			65	\$ 298.65	\$ 0.0069	\$ 0.0650
Dispatch	9235 SE 28th St, MWC	Supervisor	559-2504	Canon IRC6575i SFF			65	\$ 298.65	\$ 0.0069	\$ 0.0650
Parole, MWC	1525 SE 29th St, MWC	Secretary	559-2522	Canon IRC6575i SFF			65	\$ 298.65	\$ 0.0069	\$ 0.0650
Parole	4301 N Az Depot, OKC	Coordin	713-4855	Canon IRC6575i SFF			65	\$ 298.65	\$ 0.0069	\$ 0.0650
Investigations	Krowse Bldg, 2101 NE 38th, 73111 Room 135	Secretary	713-1017	Canon IRC7570i SFF			70	\$ 343.83	\$ 0.0075	\$ 0.0430
Finance	Krowse Bldg, 2101 NE 38th, 73111 Room 174A	Director	713-2012	Canon IRC6575i SFF			65	\$ 298.65	\$ 0.0069	\$ 0.0650
Judicial Services	Krowse Bldg, 2101 NE 38th, 73111 Room 167	Secretary	713-1014	Canon IRC7570i SFF			70	\$ 343.83	\$ 0.0075	\$ 0.0430
Personnel	Krowse Bldg, 2101 NE 38th, 73111 Room 117	Supervisor	713-1065	Canon IRC6575i SFF			65	\$ 298.65	\$ 0.0069	\$ 0.0650
Records & Mgmt	Krowse Bldg, 2101 NE 38th, 73111 Room 195	Supervisor	713-2022	Canon IRC7570i SFF			70	\$ 449.39	\$ 0.0075	\$ 0.0430
Sheriff Administration	Krowse Bldg, 2101 NE 38th, 73111 Room 119	Admin Assistant	713-1043	Canon IRC7570i SFF			70	\$ 343.83	\$ 0.0075	\$ 0.0430
Mail Room	Krowse Bldg, 2101 NE 38th, 73111 Room 169B	Staff		Canon IRC6575i SFF			65	\$ 298.65	\$ 0.0069	\$ 0.0650
Technical Investigations	Krowse Bldg, 2101 NE 38th, 73111 Room 145	Lieutenant	713-1055	Canon IRC2560i (non-networked)			28	\$ 492.39	\$ 0.0114	\$ 0.0732
								\$ 4,060.87		
								\$ 48,730.44	\$25,000.00 Annual Copier Maintenance	

