

Monterey County Board of Supervisors

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

Board Order

Agreement No.: A-14133

Upon motion of Supervisor Adams, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorize the Treasurer-Tax Collector to sign and execute a three-year Agreement with Cummins-Allison Corp. to provide Preventative Maintenance services, effective September 28, 2018 through September 27, 2021, at a cost not to exceed \$20,316;
- b. Approved the recommendation of the Treasurer-Tax Collector to approve the following non-standard risk provisions: insurance, indemnification, and limitations on liability; and,
- c. Approved and authorize the Treasurer-Tax Collector, through September 28, 2028, to sign and execute agreements containing substantially identical terms, including non-standard indemnification provisions and limitations on liability provisions, in future maintenance agreements with Cummins-Allison Corp.:
- (i) when the value does not exceed \$10,000 per year;
- (ii) where the cumulative value of all agreements entered into under the authority requested herein does not exceed \$100,000; and,
- (iii) subject to review and approval by County Counsel.

PASSED AND ADOPTED on this 25th day of September 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting September 25, 2018.

Dated: September 25, 2018

File ID: A 18-397

Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Joel G. Pablo, Deputy

CUMMINS

Preventative Maintenance Inspection Agreement

Page 1

	- 891 Feeham/lile Dr. Mt. Prospect, 47,299,9550		IS IS FAR ON HITCHOU	Gine. Correc	THE TOTAL OF	and receipt of Laymon			32	868						
Machine Location	County: BNI To:					County				Mail this Signed Contract to:						
Location	MONTEREY CO. TRE			TOR		CA COUNTY OF						Cummins-Ali	ison C	огр.]
	168 WEST ALISAL - 1					P.O. BOX 891						14411 Catali	na Stre	et_]
												San Leandro	, CA 9	4577		1
City:	SALINAS	State:	CA Zip:	93901	City:	SALINAS		State:	CA_	Zip:939	902					
	SEAN GOMES				Attention:			NAICS:]
Phone #	831-755-5436		_		Phone:			☐Tax Ex	empt							1
					PO#			(Certificat	e Attached)						1
Applicat	ion: @Commercial	Rural				Billing Frequency:	Annua	<u> </u>				For Service I	Please		510-346-0200]
Support T	ype:1				A, S, T, Q, 2,	3 (Additional charges for o	ther than a	nnual or m	ulti-year)					4	for three year	1/54,000
Line#	Description of Covered Machine/Accessory/ Option	Coverage Code*	Location / Site ID	Part N	lumber	Serial Number	Volume Code	Service Branch	Sales Rep	# Annuel Inspection	88	se Amt. (Annual)	Zone	Zone Amount	Total Amount	1
1_	JETSCAN MI101	8		480-9	011-00	11101452713133	1	1689	143	1_			5	<u> </u>	1,500.00	¹
2	JETSCAN Mi101	8		480-9	011-00	11101452813133	1	1689	143	1					1,500.00	4
3	JETSCAN Mi101	8		480-9	011-00	11101452913133	1	1689	143	1_					1,500.00	<u> </u>
4	JETSCAN Mi101	8		480-9	011-00	11101453013133	1	1689	143	1				<u> </u>	1,500.00)
5	JETSCAN Mi101	8		480-9	011-00	11101186411356	1	1689	143	1			5	i	1,500.00	
6	JETSCAN Mi101	8		480-9	011-00	11101547913260	1	1689	143	1				5	1,500.00	<u>)</u>
7	JETSCAN Mi101	8		480-9	011-00	11101550913266	1	1689	143	1_					1,500.00	u
8	JETSCAN MI101	8			011-00	11101403116035	_1	1689	143	1			5	i	1,500.00	
* Each Co	verage Code relates to a specific produ I, additional equipment is listed on page	ct coverage a	s described in Section	on pages 2 and	3.					age Totals	:	8,316.00			8,316.00	
•					,		Add	er for Su	pport**:	Total E			Y %	·		l
	section 7 on Page 3.		41410040	Annima	ad Cantus et H											1
	e instaliation Date:		4/1/2016				-						'			1
CTD1		_CTD4		_ Contract E	ffective Date:		-		Line(s)	Effective D	ate:		Con	tract Total	20,316.00 Tax Additional	ש
CTD2		CTD6		Add	to Contract -	•				Prorate F	rom	09/28/18	to	09/27/21	Tex Fueltional	
Terms	and Conditions (Additional te	rms and o	onditions listed	n Page 2 an	d 3)											
In cons	ideration of the charges above, owing terms and conditions, on	payment	each year in advan	ce, Cummins	Allison, subs	equently referred to a	s C-A, a	grees to	perform	maintenan	e servi	ce and furnish	neces	sary replace	ment parts, subject to	
which v	owing terms and conditions, on vas contracted, C-A reserves th	equipment e right to a	djust the annual re	te of the cont	ract to the ap	propriate volume leve	el at the	time of re	enewal.	d on the w	iu aut u	Apone i Ces a i	cyulai	III COSC III V	ounte boyono unac	
	1 - PERIODIC INSPECTION		•		·										erstood all pages of	
1. On us	er's premises to inspect, test, clear	, lubricate,	adjust and perform al	other mainten	ance operation	s which such inspection	ns and tes	ting shall	indicate a			nt. The terms a part of this a			age 2 and 3 of this	
required	in order to minimize the possibilit ne purpose of such inspection each	y of break d machine list	lowns and to maintain ted on this contract m	in proper wor set be made av	king order eac wilsble to C.A	h machine covered by the nersonnel for the time r	us agreen period rec	nent. mired to o	erform al		rent are					
	ance functions.	DINVINSO IES	ou on the comment	tiot oo manaa u		become or me were t		(V. 1.0 p				1/4	يرر	orizad Signat	- 109-18	-
												Purchaser	s Acutho	onz a d Signat	ure Date	
SECTION 2 - EMERGENCY SERVICE Printed Name and Title of Authorized Signer.										3						
	1. This agreement includes canergency service requested by the user and found by the service representative to be necessary to keep the equipment in good Erran Brown 7-5-18								الماريمان -							
operating condition. Curmming Authorized Representative Date This agreement includes all travel expense except on emergency calls requested by users located more than 50 miles from the local C-A office ("rural" box will Place mat signed from to office listed at too of this page.																
be mark	ed with an "X" at top of form), in	which case a	a charge for mileage	only portal-to-p	ortal will be m	ade.								IOM TO OMCE IS		J
		Conv 1 - C	usiomer	Copy 2 - Field	Office	Copy 3 - Home Office				BOG-SO	บาบ	Form: 024-20	179		Rev 05/08A	

CUMMINS CUMMINS CORP.

Reference No.

SECTION 3 - PARTS COVERAGE

- 1. This agreement includes all parts indicated under the applicable paragraph(s) identified in the Coverage Code column above and described in Section 4—Specific Product Coverage, which can be installed without the use of shop facilities and on user's premises. It does not include supplies or consumable parts excluded under Section 4 Specific Product Coverage.
- 2. When, in C-A opinion, a shop reconditioning is necessary and on-site repair and parts replacement cannot keep the machine(s) in satisfactory operating condition, C-A will submit a cost estimate. Such work (both parts and labor), if authorized by the customer, will be in addition to the service contract charges.

SECTION 4 - SPECIFIC PRODUCT COVERAGE

This agreement and associated parts coverage applies to the machine part number and serial number corresponding to the Coverage Code(s) and location/s as recorded on the front of this agreement.

CODE 1 Perforators - All parts excluding die blocks.

CODE 2 Imprinters, Signers and Endorsing Equipment - All parts excluding: signature and endorsing dies; PROMS; ink and ink rollers; and rubber feed rollers.

CODE 3 Bursters and Decollators - All parts excluding roll cleaner or other supplies.

Paper Shredders -- Excludes plastic bags and lubricating oil.

- Does not include parts or labor necessitated by excess use. This is defined as exceeding 150 hours of operation per month.
- Does not include parts or labor necessitated by misuse. This includes, but is not limited to, continuous shredding of material other than paper products, credit cards, staples or occasional one inch paper clips. Note: High Security Cross Cut Shredders are "paper only" shredders. Unacceptable material would include, but not limited to, microfilm, microfiche, jumbo paper clips, brass fasteners, binder clips, or other metals objects.

CODE 4 New Machine Coverage - Shredders

- · Sloned within 90-day labor warranty period.
- Full parts and labor coverage on customer premises or Cummins-Allison local service facility (supersedes Section 3, Paragraph 2). There may be a charge for labor at 50% of the local Cummins-Allison Service Branch labor rate for extensive repairs (exceeding two (2) hours) on High Security Shredders and large, high volume shredders (208, 220, 460 volt units) that can not be removed from the customer's premises.

CODE 4A Strip Cut Shredders - Cutters become consumable, chargeable parts after the five (5) year warranty.

CODE 4B Particle Cut Shredders - Cutters and deflectors become consumable, chargeable parts after the three (3) year warranty.

CODE 4C High Security Cross Cut Shredders - Cutters and deflectors become consumable, chargeable parts after the one (1) year warranty.

CODE 5 Existing Machine Coverage - All Shredder Models

- Signed after the 90 day labor warranty period.
- Limited parts and labor coverage. Does not include cutters, combers, separators, deflectors, spacers or cutter shafts except where warranties apply. Also refer to Section 3 Paragraph 2.

CODE 6 MICR Encoders - All parts covered excluding Printer Paper, Printer Ribbons and MICR Ribbons.

CODE 7 JetCount Currency Counters - All models. All parts covered excluding roll cleaner, compressed air, carrying case, imprinting dies and ink rollers.

CODE 8 JetScan Currency Scanners - All models. All parts covered excluding roll cleaner, compressed air, carrying case.

CODE 9A JetCash Currency Dispensers - All parts covered excluding picker module assemblies, stacker module assemblies, transport assemblies, currency cassettes and software license fees.

CODE 9B JetCash Currency Dispensers Extended Coverage. All parts covered excluding currency cassettes, and software license fees.

CODE 10A JetSort Coin Sorters - All Model 1000, 2000, 3500, 4000 Series includes Sort Disk coverage for five years from install date, while under PMIA. Excludes Sort Pads, ribbons, and printer paper.

All 5000/6000 Series: Excludes Sort Disk (unless entering into Sort Disk coverage PMIA), Sort Pads, ribbons and printer paper.

CODE 10B JetSort Coin Sorters - All Models-No Parts Coverage.

Code 10C JetSort Coin Sorters - Self-Service Models 6000 Series. (Models 6680-6699) All parts including Sort Disk for five years from install date and Sort Pads. Excludes supply items such as ribbons & printer paper.

I have read and agree to these terms:	Buyers Initials:		Date:	
---------------------------------------	------------------	--	-------	--

Page 3

Reference No.	



CODE 11 External Device - C-A Personal speech system, C-A Printer Kit, Remote Display, Bar Code Scanner or other C-A supplied external device. Excludes all supply items.

CODE 12A Coin Wrappers - All parts covered excluding Wrap Rollers, Crimps Hooks, Hopper Belts, Coin Feed and Drive Belts.

CODE 12B Coin Wrappers Extended Coverage - All parts covered including Wrap Rollers, Crimps Hooks, Hopper Belta, Coin Feed and Drive Belts.

CODE 12C Coin Wrappers-Very High volume - Over 6000 rolls per day. Parts coverage same as Code 12B.

CODE 12D Coin Wrappers - No parts coverage.

CODE 13 Coin Counters and Coin Dispensers - All parts covered excluding Coin Feed Belts and Hopper Belts.

CODE 14 Casino Coin Scale - Includes Terminal, Remote Keyboard, Center Dump Hopper, Printer. Excludes Load Cell and Ribbons.

CODE 15 Coin Transport System - No parts coverage.

SECTION 5 - DISCLAIMERS AND LIMITATION OF LIABILITY

1. This agreement does not include new attachments, modifications, retrofits, changes in inscription to dies blocks or dies requested by user.

2. This agreement does not include parts or labor necessitated by acts of God, war, fire, water sabotage or accidental damage.

3. This agreement does not include parts or labor necessitated by adverse environments (temperature, humidity, poor or fluctuating electrical power), volumes in excess of the 'volume rate' identified in this agreement, mis-use, abuse, sabotage, damage due to shipping or other casualty loss or damage.

4. Repairs by unauthorized service personnel will void this agreement. If such repairs necessitate service from C-A authorized service personnel, a charge for parts and labor will be issued to the customer. 5. C-A'S SOLE RESPONSIBILITY UNDER THIS AGREEMENT IS FOR SERVICE AS SPECIFIED. IN NO EVENT WILL C-A BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER SPECIAL. INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF C-A HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

6. C-A reserves the right to deny service to equipment that is located in environments which, at the discretion of C-A, would subject C-A service personnel to an unreasonable risk of harm. Equipment to be serviced under this Agreement and located in an unreasonable dangerous environment must be first relocated to a location identified by C-A at the Customer's expense.

SECTION 6 - ACCEPTANCE AND RENEWAL

1. This agreement is subject to acceptance by C-A in Mt. Prospect, which will evidence acceptance of this agreement by billing for such service from its office in Mt. Prospect. Illinois. All payments for service rendered under terms of this agreement are to be forwarded to Cummins-Allison Corp., 891 Feehanville Drive, Mt. Prospect, Illinois 60056.

2. This agreement will renew itself automatically each year at the rates in effect at the time of renewal and will centimus unless cancelled in writing by either party 50 days prior to renewal. Any taxes, now or hereafter imposed upon the furnishing of the service and/or material herein described or upon the control thereof or the receipts therefrom shall be paid for by the owner or user of the equipment. 3. Cancellation Policy: If in the event a contract is cancelled by the customer prior to the expiration date, the prorated (unused) portion of the contract will be refunded to the customer with any services performed during the partial contract period being charged back, less the value of any paid portion of the contract that has not been refunded. Prorated refunds will not be reduced for cancellation of contract on equipment that is replaced with new equipment, provided the new equipment is placed immediately under contract.

SECTION 7 - SUPPORT TYPE: Hours, Shifts, Volumes Support Type Adder Description

1 0% Standard: 8AM-5PM, Mon-Fri, Response within 24 Hrs.

2 10% Extra: 7AM-7PM, Mon-Fri, Response within 24 Hrs.

3 20% 6 Davs: 8AM-5PM, Mon-Sat, Response within 24 Hrs.

4 30% 7 Days: 8AM-5PM, Mon-Sun, Response within 24 Hrs.

5 50% 24/7: Around the Clock, 7 Days, Response within 24 Hrs.

6 40% 12/7: 7AM-7PM, 7 Days, Response within 24 Hrs.

7 Ala Carte After Hours-Ala Carte: Service requested beyond Standard Hours-Labor/Travel Invoiced Separately

8 25% 2 Shifts: Machine operated 2-Eight Hour Shifts, Stand. Hours

9 50% 3 Shifts: Machine operated 3-Eight Hours Shifts, Stand. Hours

Types 8 & 9: After Hours service billed separately with approved Quote.

Section 8 - Power Requirement

Voltage Operating Range: 105

Frequency: 50/60 Hz.

 Electrical Supply circuit: A 15 A must be plugged into a properly

· It is the customer's responsibilit

· Power disruptions that result in components. Such power disrupt Corporation.

nts. - 130 VAC.										
mp electrical supply properly grounded and protected by a circuit breaker must be provided with this equipment. The three-prong grounded plug supplied with this equipment grounded three-prong outlet. To ensure proper operation of this equipment, a separate circuit serving only this device should be provided. by to provide a power line that is grounded and protected by a circuit breaker in accordance with the applicable local electrical code. Input voltage other than the power requirements as specified in the equipment specifications can lead to improper operation or result in the failure/damage to electrical tions are not covered under the machine warranty or Preventative Maintenance Agreement. Power conditioning/stabilizing devices are available through Cummins-Allison										
I have read and agree to these terms:	Buyers Initials:		Date:							

and word the true maked home

> For two additional over year terms. Following the end of the original three year terms in ways on Scaled in which of the original three year tends to draw more to concern of Scale scales and the original of the so get that so was noticed.



Preventative Maintenance Inspection Agreement Equipment list continued

Page 4

Reference No.

Coverage Code* Volume Service Sales # Annuel Description of Covered Total Annual Amount Location / Site ID Part Number Base Amt. (Annual) Zone Zone Amount Line# Serial Number Mechine/Accessory/ Code Branch Rep Inspections 480-9014-00 11101401116035 1689 143 8 9 JETSCAN MI101 1,500.00 10 Jetscan M 403 8 484-0034-01 11403065116116 1689 143 2 4,368.00 8 480-4001-01 1689 143 1 1,224,00 11 2 pocket add on 12 2 pocket add on 8 480-4001-01 1689 143 1 1,224.00 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35