



City Manager's Office
501 SW Madison Avenue
P.O. Box 1083
Corvallis, OR 97339-1083
(541) 766-6901
FAX: (541) 766-6780
e-mail: city.manager@ci.corvallis.or.us

July 7, 2014

Autumn Computer Systems
ATTN: Doug Knight
PO Box 1436
Corvallis OR 97339-1436

Dear Doug:

The City would like to renew our contract with Autumn Computer Systems for printer maintenance services for the period of July 1, 2014 through June 30, 2015.

By signing below, you agree to the extension and that all the terms of the agreement entered into by the parties on July 6, 2012 (attached) will remain in effect. The exception, as we discussed, is for the updated list of Community Development printers (attached).

Please return one copy to me at the above address; you may keep the second copy for your records. Feel free to call me at 541-766-6901 if you have any questions about the extension. Thanks!

Sincerely,

Carrie Mullens
Senior Administrative Specialist

Doug Knight
Autumn Computer Systems

Jim Patterson, City Manager
City of Corvallis

**CITY OF CORVALLIS
SERVICES CONTRACT**

This contract is entered into between the City of Corvallis, a municipal corporation of the State of Oregon, hereafter called "City" and Autumn Computer Systems, an Oregon Corporation, hereafter called "Contractor."

All notifications necessary under this contract shall be addressed to:

City of Corvallis
City Manager's Office
PO Box 1083
Corvallis OR 97339-1083
541-766-6901

Autumn Computer Systems
Doug Knight
PO Box 1436
Corvallis OR 97339-1436
541-753-8813

1 TERM

- 1.1 This contract shall be effective from the date of the last signature through June 30, 2013.
- 1.2 This contract may be extended, by mutual agreement, for two additional years. Extending the contract requires an addendum approved by both parties.

2 SCOPE OF SERVICE

- 2.1 This service contract covers printers located in the City Manager's Office (Attachment A) and Community Development Department (Attachment B) at 501 SW Madison Avenue, Corvallis, Oregon.

The Contractor agrees to include all parts, labor, and travel for the duration of the contract. Twice each City fiscal year, at mutually agreed upon dates and times, the Contractor will inspect and clean each printer covered by this agreement, on-site, and replace worn parts as necessary. The City's fiscal year is July 1 through June 30.

- 2.2 The Contractor agrees to use only Hewlett-Packard certified technicians for all equipment under this contract; and provide four (4) hours response time for on-site repair (between 8:00 am and 5:00 pm, Monday through Friday); repair unit within eight (8) hours or replace with a loaner; include all parts, labor and travel; excluding any end-user caused problems. This Contract excludes problems with paper, toner cartridges, drum kits, transfer kits, and ink cartridges, which are an additional cost. This contract also excludes coverage of all options and accessories such as duplexers, network cards, envelope feeders, hard drives, infrared components, toner cartridges, and color image transfer belts.

3 COMPENSATION

- 3.1 In consideration of Contractor's performance, City agrees to pay Contractor per the amounts as listed in Attachments A & B.

4 CITY RESPONSIBILITIES:

- 4.1 City agrees to pay Contractor within 30 days of a completely signed contract. City will report all payments made to Contractor required by the Federal Internal Revenue Service and the State of Oregon Department of Revenue.

5 STATUS

- 5.1 Contractor is retained as an independent contractor and will be responsible for any state or federal taxes resulting from this contract. Contractor is not an "employee" for purposes of OAR 459-10-030(6). Contractor will not be under direct control of City in performing this contract.
- 5.2 Contractor will not be eligible for any federal Social Security, State Workers' Compensation, unemployment insurance, or PERS benefits from this contract, except as a self-employed individual.

6 CONTRACTOR RESPONSIBILITIES

- 6.1 Contractor will make prompt payment to all persons supplying them with labor or materials for the performance of work under this contract. If Contractor fails to make prompt payment of any claim for labor or services furnished in connection with this contract, City may pay the claim and charge the amount against funds due or which may become due to Contractor.
- 6.2 Contractor will pay all contributions or amounts due the Industrial Accident Fund for themselves or any sub-contractor resulting from this contract.
- 6.3 Contractor will not permit any lien or claim to be filed against City on account of any labor or material furnished.
- 6.4 Contractor will pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29U.S.C. 201 *et seq.*).
- 6.5 Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 6.6 Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29U.S.C. 201 *et seq.*). A person performing work under this agreement may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay as set out in ORS 279B.235.
- 6.7 Contractor agrees to comply with all applicable local, state, and federal laws, rules, and regulations in the performance of this contract, and to pay all fees required by local, state, or federal bodies in the performance of this contract.

7 LIABILITY

- 7.1 Contractor shall indemnify, protect, defend, and hold City, its officers, agents, volunteers, and employees harmless against any actions, claim for injury or damage and all loss, liability, cost

or expense, including court costs and attorneys fees, growing out of or resulting directly or indirectly from the performance of this contract, except for that resulting from the sole negligence of the City.

7.2 Contractor shall provide insurance as indicated:

7.2.1 Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

7.2.2 General Liability insurance of not less than \$1,000,000 per occurrence each claim, incident, or occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall be in a form at least as broad as Commercial General Liability ISO form CG 0001. It shall provide that City and its officers and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this contract.

7.3 Contractor shall not cause or allow any insurance policy required above to be suspended, voided, canceled, reduced in coverage or in material limits except as agreed by City.

7.4 Should any of the above described policies be subject to cancellation or termination prior to the expiration date of this contract, Contractor shall notify the City in writing by certified mail, return receipt requested, 30 days prior to the cancellation or termination date of such policy.

7.5 Contractor shall furnish acceptable insurance certificates to City with original endorsements for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf. Certificates will be received and approved by City prior to its issuance of a Notice to Proceed. If additional insured status (or subrogation waiver) is requested, each line of insurance shall be marked in the appropriate box on the insurance certificate to indicate the policy endorsement ensuring the City of Corvallis is an Additional Insured (and/or Subrogation is Waived) subject to the terms and conditions and/or respective to the work under this contract. Insuring companies or entities are subject to City acceptance. Contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. All such deductibles, retention, or self-insurance must be declared to, and approved by, City.

8 GENERAL PROVISIONS

8.1 **ASSIGNABILITY:** This contract is for the exclusive benefits of Contractor and City. Any attempt to assign, transfer, or pledge by either party without the prior written consent of the remaining party is void and unenforceable against the nonconsenting party.

8.2 **TERMINATION:** City may terminate this contract in the event Contractor fails to comply with any of the terms or conditions set forth herein or if City determines Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract. City will provide 30 days prior written notice by certified mail, return receipt requested of its intent to terminate.

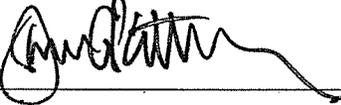
8.3 **DISCRIMINATION:** The parties agree not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this contract.

- 8.4 PERSONAL IDENTIFYING INFORMATION: Contractor agrees to safeguard personal identifying information in compliance with Oregon Revised Statute ORS 646A.600, the Oregon Consumer Identity Theft Protection Act and the Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act
- 8.5 WAIVER: Waiver of any breach of any provision of this contract by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this contract.
- 8.6 ATTORNEY'S FEES: In the event either party shall initiate any suit, action or appeal on any matter related to this contract, then the court before whom such suit, action or appeal is taken shall award to the prevailing party such attorney's fees as the Court shall deem reasonable, considering the complexity, effort and result against the party who shall not prevail, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this contract, or be a separate obligation as appropriate.
- 8.7 PREVAILING LAW: This contract is to be governed by, and construed in accordance with, the laws of the State of Oregon.
- 8.8 VENUE: Any disputes about the terms of this contract will be brought before the Benton County Circuit Court.
- 8.9 EXTENT OF CONTRACT: This contract supersedes any prior or contemporaneous oral or written agreements or understandings entered into by the parties.

IN WITNESS WHEREOF, the parties have herewith executed their signatures.

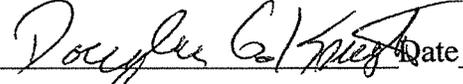
CITY OF CORVALLIS

CONTRACTOR



James Patterson, City Manager

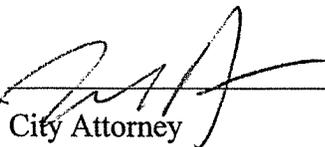
Date 7/5/2012



Douglas G. Knight, Owner

Date 7-6-12

Approved as to Form:



City Attorney

Date 7/3/12

**ATTACHMENT A
CITY MANAGER'S OFFICE**

2.1 Equipment to service:

GOVERNANCE

HPLJP4014 Serial #CNDX340391 (GOV)	\$336.50
HPLJ3800DN Serial #CNWCH50828 (CM/CR)	\$336.50

HUMAN RESOURCES

HPLJ4250N Serial #CNGXD72584 (work room)	\$330.50
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3.1 Compensation:

TOTAL – CITY MANAGER'S OFFICE	\$1,003.50
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Attachment B

Autumn Computer Services Contract FY 2014-15

Community Development Department

2.1 Equipment to service:

Planning Division \$1,712.50

HP T2300 DesignJet	\$750.00
P4515X	\$325.00
HP LJ5550 Color	\$237.50
HP CLJ5525DN	\$400.00

Housing Division \$100.00

HP LJM602n (NEW) w/accessory duplexor) \$100.00

Development Services Division \$1,225.00

HP CP4025	\$412.50
HP M602DTN	\$325.00
HP LJ8150DN	\$212.50
HP LJP3015DN	\$275.00

(MOVED FROM HOUSING TO to DS)

3.1 Compensation: \$3,037.50

Total Community Development