



Brian Van Bergen
Yamhill County Clerk

414 NE Evans St, McMinnville, OR 97128-4607 • Ph. 503.434.7518 • Fax 503.434.7520 • clerk@co.yamhill.or.us

Board of Property Tax Appeals • Business Licenses • Elections • Marriage Licenses • Passports • Recording • Voter Registration

Memorandum

To: Yamhill County Board of Commissioners
From: Brian Van Bergen, Yamhill County Clerk
CC: Laura Tschabold, Ken Huffer, Keri Hinton, Crystal Cox, Christian Boenisch
Date: August 14, 2017
RE: Copytronix Scanner Service Agreement

Please consider approving the attached "Sales Agreement" between Copytronix (CTX) and the Yamhill County Clerk's office for our office's scanner maintenance/service. This service agreement is for the maintenance and service of our 4 primary document scanners in our office. This agreement is valued at \$3,398.08 for the calendar year.

Yamhill County Counsel (Christian Boenisch) has reviewed the contract, requested modifications, those modifications have been accepted by the vendor and the contract awaits the Board of Commissioners' approval.

Please find attached a copy of the modified and approved "Sales Agreement" between CTX along with an updated list of "Terms and Conditions", an addendum showing the other requested adjustments as well as their "Time and Materials Price List".

Context: This maintenance agreement covers the 2 voter registration scanners and our 2 document recording scanners in our office for a period of one year.

Please consider ratifying this contract for our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Van Bergen".

Brian Van Bergen
Yamhill County Clerk

Accepted by Yamhill County
Board of Commissioners on
8-24-17 by Board Order
17-331



Sales Agreement

16640 SW 72nd Ave.
 Portland, OR 97224
 P. 503-620-0202
 F. 503-620-1730
 www.ctx-xerox.com

CTX, by acceptance of this agreement, agrees to furnish to the customer, subject to terms and conditions herein specified, equipment and accessories listed below.

V6-2-16

Date -	08/09/17
Customer # -	
P.O. # -	
Equipment ID -	

Qty	Model	IT	Description	Serial #	Unit Price	Total Price
1	DR-G1130 ePak		DR-G1130 ePak 1-year 1pm + 1 On-Site for Serial Number GF302055		1,319.41	1,319.41
1	DR-G1130 ePak		DR-G1130 ePak 1-year 1pm + 1 On-Site for Serial Number GF305769		1,319.41	1,319.41
1	DR-6010C ePak		DR-6010C ePak 1-year for Serial Number FB334270		379.63	379.63
1	DR-6010C ePak		DR-6010C ePak 1-year for Serial Number FB334348		379.63	379.63
						0.00
						0.00
						0.00
CTX agrees to connect equipment above marked "IT" at the time of sale. Otherwise install is subject to a \$495 connection fee up to five workstations. See possible attached document for remaining models, accessories and descriptions.						\$3,398.08

Software Sales		Check Below All That Apply To Add To Total	
Qty	Software & Description		
		Machine Set-Up & Delivery	
		Scanning Set-Up (Max of 5 Workstations)	
		Software Install	
		Sales Tax	0.00% 0.00
Trade - In Equipment / Lease Returns		Insurance Certificate	
Qty	ID/Serial #	Description	
		Subtotal	3,398.08
		TOTAL	\$3,398.08
Lease Payment Information			
Meter Collection Method - <small>CTX will charge an additional fee of \$25 per average billing cycle should customer decline 360 app install</small>		Process Fee :	Program : Cash
360App <input type="checkbox"/>	Email <input type="checkbox"/>	Fax <input type="checkbox"/>	Mthly Payment :
			Term Months :

Maintenance Plan - MFP			
Overage Billing Frequency*		Base Billing (Monthly Unless Specified)	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	Base B&W:	Volume B&W:
		Base Color:	Volume Color:
		Overages B&W:	Overages Color:
Maintenance Plan - PRINTERS			
Overage Billing Frequency*		Base Billing (Monthly Unless Specified)	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	Base B&W:	Volume B&W:
		Base Color:	Volume Color:
		Overages B&W:	Overages Color:
Maintenance Plan - COLORQUBE			
Overage Billing Frequency*		Base Billing (Monthly Unless Specified)	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	Meter 1 - Useful:	Volume Meter 1:
		Meter 2 - Everyday:	Volume Meter 2:
		Meter 3 - Expressive:	Volume Meter 3:
		Overages Meter 1:	Overages Meter 2:
		Overages Meter 3:	
Decline All Maintenance: <input type="checkbox"/>		Service Agreements include all service, parts and supplies (toner, developer, and drums), all preventative and emergency services during normal business hours. Includes everything except paper and staples. *OVERAGE BILLING FREQUENCY - Volume based contracts quarterly and non-volume based contracts monthly unless otherwise specified.	

NOTES

FOR CASH TRANSACTIONS ONLY
 Title: Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under the agreement, you hereby grant us a security interest in (a) the equipment to the extent of your interests in the equipment, (b) anything attached or added to the equipment at any time, (c) any money or property from the sale of equipment, and (d) any money from an insurance claim if the equipment is lost or damaged. You agree that the security interest will not be affected if the agreement is changed in any way. You hereby appoint us (or our agents) as your true and lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agents) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interests. This agreement or a copy of this agreement shall be sufficient as a financing statement and may be filed as such. Copytronix requires a minimum of 10% of the total invoice at the time of delivery of the above equipment.

Company:	Yamhill County Clerk	Sales Representative:	Richard Nowacki
Contact:	Brian Van Bergen	Install At:	414 NE Evans St, McMinnville, OR 97128
Address:	414 NE Evans St	Customer Phone & FAX:	503-434-7518
City/State/Zip:	McMinnville, OR 97128	Accepted By CTX:	
Client Signature & Title:	<i>John A. Shepherd</i>	Date:	8/23/17

Sales Agreement Standard Terms and Conditions

1. SERVICES. Throughout this Agreement the words "We," "Our," "Us," and "CTX" refer to CTX Business Solutions. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications); (b) use of options, accessories or products not provided by CTX; (c) non-CTX alterations, relocation, service or supplies; (d) loss or damage resulting from accidents, fire, water, or theft; (e) maintenance requested outside CTX's normal business hours or this Agreement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by CTX are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields. Supplies are to be used exclusively for the Equipment and remain CTX property until consumed. You will return, or allow CTX to retrieve, any unused supplies at the termination/ expiration of this Agreement. You are responsible for the cost of excess supplies. A charge for toner consumption exceeding 10% over the manufacturer's suggested yields will be charged at current retail price. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit CTX to use automatic meter reading software and/or devices, CTX may charge a monthly fee of \$25 for manually performing meter reads. If you do not provide meter reads as required, CTX may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Equipment must be placed in a normal office setting free from excessive dust, humidity, temperatures and ammonia fumes. Equipment should be operated within the specified operational (including usage) specifications. Only supplies (including paper) within manufacturer required specifications should be used with Equipment. If Equipment is moved to an address other than that on the reverse of this document, we may choose to remove it from the Agreement or add an additional charge to this Agreement. Supplies provided under this Agreement will be shipped at no additional charge via UPS Ground. All other orders and special shipping requests may be charged to customer including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Special processing fees may be included for any method other than UPS Ground. Service provided outside CTX's normal business hours will be at CTX hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify CTX. Added equipment shall be considered the Equipment for all purposes under this Agreement. You must fill out and submit our online form to add this equipment within one week of placement. In the event a configuration sheet is not supplied, we may estimate the meters and usage. CTX maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon termination of this Agreement. ColorQube Equipment identified in the Agreement will have a Tier 3 plan. This plan is billed with three meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,900,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,900,000 color pixels (also referred to as Expressive Color). The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

2. TERM AND PAYMENT. Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. We reserve the right to replace Equipment rather than repair it. For covered printers (not MFPs) that cannot be repaired in the field, and upon request, we will provide a temporary loaner until the Equipment is repaired and returned to you. In the event Equipment cannot be repaired by us due to age, chronic failure, or parts availability, you may (a) purchase new equipment, (b) replace the Equipment permanently with "hot-swap" Equipment if part of the reverse of this Agreement, or (c) rebalance the fleet. Hot swaps may not be used for Equipment over 10 years old. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay CTX the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x 11" copy (larger size copies may register two meter clicks). Scans, in excess of prints/copies, are subject to Overage Rates. No credit will be applied towards unused copies/prints. Your obligation to pay all agreed to sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or

counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). CTX has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, CTX may increase the Base Charge and/ or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, CTX reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. TAXES: Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. WARRANTY: You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. LIMITATION OF LIABILITY. In no event, shall CTX be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether CTX has notice of the possibility of such damages.

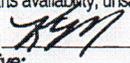
6. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to CTX or for the Equipment, whether or not arising under this Agreement, without notice or demand by CTX; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, CTX may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of CTX to enforce its rights under this Agreement does not prevent CTX from enforcing any such right at a later time. All of CTX's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, CTX shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. ASSIGNMENT: You may not sell, transfer, or assign this Agreement without the prior written consent of CTX. CTX may sell, assign or transfer this Agreement with prior written consent of the Client.

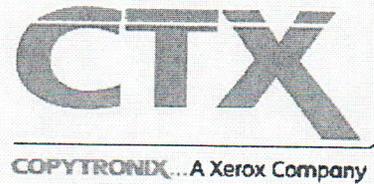
8. NOTICES: All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CTX to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to CTX from you shall be effective after it has been received via registered U.S. Mail.

9. INDEMNIFICATION: Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, you are responsible for and agree to indemnify you are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

10. FAX EXECUTION: A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of Oregon (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. CTX shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) **CTX Representative:**  **Yamhill Representative:** _____

Yamhill County Sales & Service Agreement Addendum



This addendum supersedes any conflicts of language in the Sales Agreement document.

Cancellation of Service

The service contract may be canceled upon confirmation of receipt 30 days' prior to the cancellation date requested. Requests can be made via written notice in email or hard copy format.

Non-appropriation of Funds

The lease of the device represents a debt that must be made unless the Department referenced in the agreement has suffered a "non-appropriation" of funds.

Liability from Vendors

Yamhill County will not be held liable for mistakes committed by its vendors.

Payment Terms

CTX will accept payment terms of Net 45 days after such time any outstanding payment will accrue standard late fees.

Departmental Agreement Independence

Each agreement made with Yamhill County will be independent of other agreements with Yamhill County, such that one department will not put another department's agreement in jeopardy.

Transfer of Agreement

CTX may sell, assign or transfer this Agreement only with the prior written consent of Yamhill County.

[Signature] 7-21-2017 President
CTX Representative Date Title