

RESOLUTION NO. 488

A RESOLUTION AUTHORIZING PURCHASE OF TELEPHONE SYSTEM FOR THE WILSONVILLE COMMUNITY CENTER.

WHEREAS, the city staff has prepared a report on the above captioned subject which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report; and

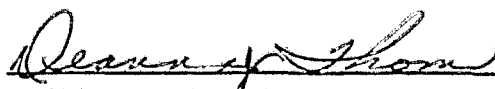
WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 3rd day of June, 1985, and filed with the Wilsonville City Recorder this same date.

  
A. G. MEYER, Mayor

ATTEST:

  
DEANNA J. THOM, City Recorder

CITY OF WILSONVILLE

**MEMO**

May 29, 1985

DATE

TO: MAYOR AND CITY COUNCIL

FROM: DEE THOM *DJT*

SUBJECT: CB-R-143-85 - TELEPHONE SYSTEM FOR WILSONVILLE  
COMMUNITY CENTER.

The city will soon take possession of the Wilsonville Community Center, aka Senior Center. The selection and installation of a telephone system is the city's responsibility.

ABC (American Business Communications) was contacted and requested to present a proposal for a telephone system. ABC did the installation of the City Hall telephone system which has proven to be very satisfactory.

The Trillium Telephone System was proposed with a total cost of \$1,973. It includes a number of features, such as paging, toll restriction and direct station selection, among others. The equipment includes four (4) telephones, two (2) lines and one (1) surge protector with the future capacity of eight (8) phones and four (4) lines. A \$394.60 deposit will be required upon the signing of the attached agreement leaving a balance of \$1,578.40 due at the time of the system cut-over, on approximately July 12, 1985. The funds will be paid from the Community Center Fund in the 1985-86 budget.

RECOMMENDATION:

Authorize purchase of the Trillium Telephone System from ABC at the total cost of \$1973.

djt:vr



MAILING ADDRESS  
P.O. BOX 25307  
PORTLAND, OREGON 97225  
(503) 841-4402

**SALES AND INSTALLATION AGREEMENT**

THIS AGREEMENT made between American Business Communications, Inc., an Oregon Corporation with its principal office at 14150 N.W. Science Park Dr., Portland, Oregon 97229 ("ABC"), and Wilsonville Community Center ("Customer"), in consideration of the mutual agreements herein contained, ABC agrees to sell to Customer, and Customer agrees to purchase from ABC, a communications system in accordance with the following terms and conditions.

1. AGREEMENT OF SALE. ABC shall sell to Customer and deliver and install at \_\_\_\_\_ ("the Premises"), the communications system described in the Equipment Itemization that is part of this agreement and by this reference incorporated herein, which said communications system and the components thereof are hereinafter referred to as "the System" or "the Equipment."

Estimated Cutover Date: July 12 1985  
(month) (day) (year)

**2. PURCHASE PRICE AND PAYMENT TERMS**

The Purchase Price of the Equipment is ONE Thousand nine Hundred seventy three <sup>00/100</sup> dollars (\$ 1,973<sup>00</sup> )  
Plus all applicable taxes, equal to \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
for a total of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

Customer agrees to pay for the equipment as follows:

**INSTALLMENT 1.**

On signing of this agreement, 20% of the total purchase price shall be paid. \$ 394<sup>60</sup>

**INSTALLMENT 2.**

When ABC certifies that the cabling portion of the installation has reached one-half of total completion or delivery of Telephone System CPU, 40% of the total purchase price shall be paid. \$ \_\_\_\_\_  
Plus tax \$ \_\_\_\_\_

**INSTALLMENT 3.**

When the System is cutover, Balance of the purchase price shall be paid \$ 1,578<sup>40</sup>  
Plus a sum equal to all remaining taxes \$ \_\_\_\_\_

The Purchase Price of the Equipment shall be subject to adjustment in the event of any mutually agreeable changes made to Schedule A, including the addition or deletion of items of Equipment and any specifications, attachments, or features.

The terms and conditions on the reverse side hereof constitute a part of this agreement and Customer acknowledges having read the same, and agrees to faithfully perform all covenants and obligations of Customer contained therein.

WITNESS OUR HANDS AND SEALS the day and year first above written.

CITY OF WILSONVILLE

[Signature] Mayor  
By (Name and Title)

June 6, 1985  
Date

AMERICAN BUSINESS COMMUNICATIONS, INC.

\_\_\_\_\_  
Accepted by Title

\_\_\_\_\_  
Date

**3. INSTALLMENT 1.** It is understood by the parties that this payment is made in consideration of engineering and other services rendered to date and is refundable only if ABC does not accept this agreement.

**4. CUTOVER DATE.** The term "Cutover Date" shall mean the date on which the equipment is installed, and is capable of providing substantially the basic service for which the Equipment is intended. Minor omissions or variances in performance of the Equipment which do not materially affect the operation of the System as a whole, shall not affect or postpone the Cutover Date. ABC shall use its best efforts to make timely delivery and Cutover. However, all stated delivery and Cutover Dates are approximate and ABC shall under no circumstances be liable for damages-special, consequential or otherwise-resulting from delays in delivery or installation.

**5. RISK OF LOSS.** ABC shall bear all risk or loss or damage to the Equipment while the Equipment is in transit to the Customer and until the Installation Date, except for loss or damage caused by Customer's negligence, or improper storage, or storage in areas accessible to unauthorized persons.

**6. TRAINING.** ABC shall provide all reasonably necessary training services for Customer's personnel to effect the operation of the System during the first 30 days (during normal business hours) at no additional cost to Customer. After 30 days of service, additional training for Customer's personnel will be at ABC's then current labor rate.

**7. WARRANTY & MAINTENANCE.** For a period of one (1) year after Cutover Date, ABC warrants the Equipment against defective parts and workmanship. Upon notification of a defect, ABC shall have the option to repair or replace any defective part, and such shall be Customer's sole and exclusive remedy. All expenses incidental to repair, maintenance or replacement under warranty, including all labor and material, shall be borne by ABC. Replacement parts may be new or reconditioned at ABC's option and all replaced parts will become property of ABC.

Regular maintenance service (non-emergency) during the warranty period will be provided without charge to Customer during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays). Non-emergency service outside of normal business hours will be provided during the warranty period at ABC's then current surcharges for such services. Emergency service during the warranty period (service required due to the System's inability to accomplish either incoming, outgoing or internal calls) will be provided without charge to customer seven days a week and twenty-four hours a day.

After the expiration of the warranty period, ABC will make available to Customer maintenance services in accordance with ABC's then standard practices and price schedule.

ABC does not make any warranties in respect to the equipment, either express or implied, except as provided in the Agreement. If any labor, repair or parts replacement is required because of accident, negligence, misuse, theft, vandalism, fire, water or other peril; or because of conditions outside of specifications, including, but not limited to, electrical power, temperature, humidity or dust; or by any cause other than normal use, the warranties and maintenance obligations otherwise provided herein shall not apply. However, ABC will make its maintenance services available in accordance with its then standard practices and price schedules. In no event shall ABC be liable for any consequential damages, personal injury or commercial loss.

**8. DEFAULT IN PAYMENT.** "Security Agreement: To secure the performance of its obligations hereunder, Customer agrees to execute and deliver to ABC a Financing Statement (UCC-1), by which Customer shall grant to ABC a security interest in the Equipment. The rights granted ABC under the Financing Statement shall be governed by the applicable provisions of the Uniform Commercial Code." In addition to its rights as a secured party, if Customer shall fail to pay any sum owing to ABC hereunder when due, then, in addition to all other remedies available to ABC at law or equity or under this agreement, and not in limitation thereof, ABC may, until said sum is paid in full: Collect interest upon the sum then owing at the rate of 2% per month, plus a service charge of \$50.00 for each week from the date of the last installment due date; disconnect the system or otherwise render it inoperable; cease maintaining or installing the Equipment; enter Customer's premises without liability for trespass, with or without notice, and take possession of and remove the Equipment.

**9. SUSPENSION OF OBLIGATIONS OF ABC.** The obligations of ABC hereunder shall be suspended in the extent and for the period of time that it is hindered or prevented from performing the same because of labor disputes, strikes, acts of God, fire, storm, water, delays in transportation, governmental action or other causes beyond ABC's control.

**10. ENTIRE AGREEMENT.** This agreement; (i) supersedes all proposals in negotiations between the parties and constitutes the entire agreement between ABC and Customer and no representation or statement not expressed herein shall be binding upon ABC; (ii) may be amended, terminated or altered only by an instrument in writing signed by both parties; and (iii) shall be governed by the laws of the State of Oregon.

Contractual terms and conditions contained in Customer's purchase orders (if any) shall be null and void except to the extent that such purchase orders are used as transmittal documents for the sole purpose of providing a reference number for invoicing purposes.

This agreement shall be irrevocable by Customer if accepted by ABC and shall become effective and binding upon the Customer and ABC only upon approval, acceptance and execution hereof by an officer of ABC.

**11. MISCELLANEOUS.** Customer shall permit or arrange for access to the Premises by ABC's installation and maintenance personnel. Customer shall cooperate with ABC in obtaining all necessary consents and waivers from the owner of the Premises in connection with installation of the Equipment and shall supply all supplemental equipment and facilities necessary for the installation such as conduits; back boxes; commercial power electrical wiring, outlets and associated equipment; and equipment room(s) and operating environment as specified by ABC.

**12. LEASE OPTION.** In the event that Customer decides to lease the Equipment, all deposit monies paid to Distributor shall be refunded to Customer upon payment in full to Distributor from the leasing company and Customer's payment obligations under this Purchase Agreement shall then be null and void. If the Equipment is purchased by a leasing company, the warranty contained in Item 7 shall run to Customer.

Paragraph headings are only for the convenience of the parties hereto and shall not be construed to limit or expand any of the rights, privileges or liabilities of the parties.

If any provision of this agreement are held to be illegal, invalid or unenforceable, such shall not invalidate the remaining provisions hereof.