

## CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a municipal corporation, hereinafter called the "City" and Ray A. Morgan Company, hereinafter called the "Contractor," as follows:

1. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions" and "Scope of Work" for:

**THREE-YEAR CONTRACT FOR CITYWIDE COPIER LEASE PROGRAM, LAST BEST AND FINAL OFFER ALTERNATIVE PROPOSAL 2 (REQUEST FOR PROPOSAL NUMBER 8862)**

copies of which are annexed hereto, together with all documents specifically referred to in said annexed documents are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. For the estimated monetary consideration of NINE HUNDRED FIFTY-SEVEN THOUSAND, FIVE HUNDRED AND TWENTY-TWO DOLLARS AND NO CENTS (\$957,522.00), as set forth in the Proposal, the Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. The City accepts the Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION: The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in

law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

RAY A MORGAN COMPANY  
a California corporation

By: [Signature]

GREG MARTIN

(Type or print Written Signature.)

Title: President

Dated: 9/4/07

Linda K. Scarpia  
Corporate Secretary  
APPROVED AS TO FORM:

JAMES C. SANCHEZ  
City Attorney

By: [Signature] 9-12-07  
Senior Deputy Con/2

CITY OF FRESNO  
a municipal corporation

By: [Signature]

Title: Purchasing Mgr.

Dated: 9/14/07

ATTEST:

REBECCA E. KLISCH  
City Clerk

By: [Signature]  
Deputy 9/12/07