

RESOLUTION NO. CCXII (212)

A RESOLUTION AUTHORIZING AND APPROVING AN ACCOUNTING CONTRACT WITH GEORGE C. DOUGLASS, CPA.

WHEREAS, the Council desires to improve the City's general accounting system and practices, and George C. Douglass, CPA of Canby, Oregon, has made a proposal for such services and compensation that appear to be desirable and reasonable; and

WHEREAS, funds for the City's costs of accounting and bookkeeping services have been budgeted for the current fiscal year and will be budgeted annually thereafter as they always have in the past as a part of the City's expense of normal City business; and

WHEREAS, the City presently does not have an Accounting Contract with any person, firm or corporation, and a Contract for such services is necessary and required by Charter if a bilateral agreement is to be made for such program; now, therefore, it is hereby,

RESOLVED by the Canby City Council that an Agreement with George C. Douglass, CPA of Canby, Oregon, is hereby approved for accounting functions to be performed for the City by Douglass using certain mini-computer hardware and software. Such Agreement is for a fixed term beginning on the date that Douglass first has the hardware and software in his Canby office in operating condition, and shall terminate at the close of the City's fiscal year on June 30, 1978. The compensation to be paid by the City to Douglass for the term of such Agreement and the services which he is to perform are set forth in the "AGREEMENT," a copy of which is attached hereto marked Exhibit "A" for identification purposes and is to be dated as of the date of the adoption of this Resolution and signed on behalf of the City by the Mayor and attested by the City Recorder.

Adopted by the Canby City Council at a regular meeting thereof October 18, 1976.

ATTEST:

Harold A. Wyman
HAROLD A. WYMAN - City Recorder

Paul N. Roth
PAUL N. ROTH - Mayor

A G R E E M E N T

October 18, 1976

This agreement is between GEORGE C. DOUGLASS, CPA, 293 North Grant Street, Canby, Oregon, herein "Douglass," and the CITY OF CANBY, a municipal corporation, Canby, Oregon, herein "City."

Douglass is purchasing certain minicomputer hardware and software and the parties wish to have certain accounting functions performed for City by Douglass using that equipment. The parties, therefore, agree as follows:

1. Term. The term of this agreement shall begin on the date that Douglass first has the hardware and software in his Canby office in operating condition and shall terminate at the close of City's fiscal year on June 30, 1978.

2. Compensation.

(a) During the 1976-77 and 1977-78 fiscal years of City, Douglass shall be paid the sum of \$700 for each month of data which he processes as described below. Payment for each month shall be made promptly upon completion of processing for that month; and the first such monthly payment shall be for the month of November 1976.

Exhibit "A"

(b) If the cost of materials supplied by Douglass pursuant to this agreement increases significantly during the term of this agreement so that the increased costs work a hardship on Douglass, Douglass may present proof of such cost increases to City and upon such proof City shall increase the sum paid to Douglass by a sum equal to the estimated monthly increase in cost but not to exceed \$50 per month for the remainder of this agreement.

3. Services to be Rendered.

(a) In processing data, Douglass shall prepare and deliver to City a balance sheet, receipts and expenditures statement, encumbrances payable ledger, accounting journal, payroll journal, payroll and accounts payable checks, and payroll report forms 940, 941, PERS. and W-2.

(b) Data will be processed twice each month; in the middle of the month and at the end of the month.

(c) Data for the months of July, August, September and October of 1976 shall be processed by Douglass to conform to the remainder of the fiscal year as soon as reasonably possible after the term of this agreement begins, except that no checks will be reprinted for those months.

(d) Douglass shall supply, at his expense, all paper stock and other supplies necessary for performing

the accounting functions described above, including the check stock to be used for payroll checks. Douglass and City shall mutually agree on check stock and on format, except that the stock selected shall be one that is available from Douglass' regular suppliers.

4. Information from City. City shall deliver to Douglass for processing the following information for each month during the term and any renewal term of this agreement: all purchase orders, handwritten checks, journal entries, receipts and payroll data sheets without account numbers, vendor numbers, employee numbers and amounts.

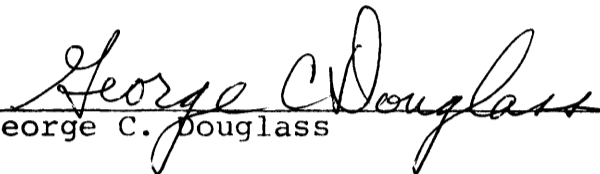
5. Program Ownership. All programs used by Douglass in performing this agreement are held by him under a nontransferrable license agreement which does not allow him to make the programs themselves available to City. Douglass does not own the programs and City does not acquire any interest in either the programs or the hardware under this agreement.

6. Notices. Any notice under this agreement shall be in writing and shall be effective when received or deposited as certified mail in the U. S. Postal Service addressed as stated above or to such other address as a party may specify by notice. Delivery to a responsible employee

of City or to a person holding public office of City shall constitute notice to City.

7. Attorneys' Fees. Upon suit or action based upon this agreement the prevailing party shall be entitled to reasonable attorneys' fees at trial and on any appeal.

8. Authorization. City certifies that the undersigned is authorized to execute this agreement on behalf of City and that such signature legally binds City.


George C. Douglass

CITY OF CANBY

By 