

ORDINANCE NO. 779

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY RECORDER OF CANBY, COUNTY OF CLACKAMAS, OREGON TO EXECUTE A CONTRACT FOR THE PURCHASE OF COMMUNICATION EQUIPMENT FOR THE CITY POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for communications equipment for the Municipal Police Department; and

WHEREAS, notice of call for bids was duly and regularly published in the Canby Herald on August 13, 1985; and

WHEREAS, bids were received as advertised and were opened the City Administrator on August 26, 1985, and the following bids were received:

BIDDER	BID
Motorola Communication & Electronics, Inc.	\$75,459.65
Communications Enterprises of Oregon	\$56,676.01

WHEREAS, the Canby City Council, as the City's Contract Review Board, met in regular session on September 4, 1985 and considered the bids and reports and recommendations of the City Administrator; and

WHEREAS, the City Council determined that the lowest and best bid was that of Communications Enterprises of Oregon; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and the City Recorder are hereby authorized and directed to make, execute and deliver in the name of the City of Canby and on its behalf, an appropriate contract with Communications Enterprises of Oregon for communication equipment as per the bid submitted from Communications Enterprises of Oregon at the agreed upon price of \$56,676.01.

Section 2. Emergency. An emergency is hereby declared to exist in order that the equipment may be ordered and placed into operation as soon as possible to benefit the citizens of the City of Canby and therefore this ordinance shall take effect immediately upon its enactment upon final reading.

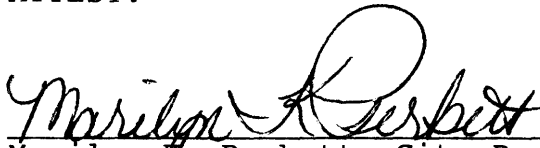
SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on September 18, 1985; ordered posted as required by the Canby City Charter and scheduled for second reading thereof on October 2, 1985, commencing at the hour of 7:30 o'clock, p.m., at the Council Meeting Chambers at the Canby City Hall in Canby, Oregon.

  
Marilyn K. Perkett, City Recorder

PASSED on final reading of the Canby City Council at a regular meeting thereof held on the 2nd day of October, 1985, by the following vote: YEAS 6 NAYS 0.

  
William F. Pulver, Mayor

ATTEST:

  
Marilyn K. Perkett, City Recorder

AGREEMENT FOR THE PURCHASE  
OF  
COMMUNICATION EQUIPMENT

This agreement will establish an understanding between Communication Enterprises of Oregon, Inc. and the City of Canby, Oregon, in reference to bid quotation of August 26, 1985, and only that portion which pertains to Communication Enterprises of Oregon, Inc.

Communication Enterprises of Oregon, Inc. is extending to the City of Canby the warranty of one (1) year parts and labor (excluding travel time) on the Kustom Electronics ProKomm console which has been provided them as a dealer. The Decibel products warranty is one (1) year on the equipment only. This warranty is also extended to the City of Canby.

The equipment installation will be complete and "turn-key" performed under the strict communications maintenance and installation practices and standards set forth by General Electric Service Shop.

All equipment will perform in accordance with supplied bid specifications as a minimum. All equipment and options purchased will be functional as to its use and purpose.

For the installation of the antenna system, the City of Canby will supply at least one (1) ninety (90) foot pole with two (2) sets of two (2) horizontal cross arms twenty-four (24) inches apart and eight (8) feet long with vertical separation of

twenty (20) inches between sets.

Payment will be on invoice net thirty (30) days upon completion of installation and acceptance as per bid specifications. Decibel products will be F.O.B. Dallas, Texas. Transportation costs not to exceed \$375.00. If building availability is delayed, the equipment portion will be billed net thirty (30) with remainder billed upon completion. If a delay is encountered, all equipment will be placed in storage at the City of Canby, so that no storage costs are incurred.

Communication Enterprises of Oregon, Inc. agrees to and hereby indemnifies and saves the City of Canby harmless from all liabilities, judgments, to, or recovered from the City by reasons of or on account of injury to, on death of any person, when such damage or injury is caused by CEO's sole negligence or that of its employees, subcontractors, or agents while on the premises of the City during the delivery and installation of the communication equipment.

In the event of the breach of any of the terms of this agreement, the prevailing party shall be entitled to recover all costs and expenses, including a reasonable attorney's fee incurred for the enforcement or prosecution of any of the rights mentioned hereunder. This shall include all such attorney fees reasonably incurred prior to litigation as well as appellate attorney fees.

CITY OF CANBY:

COMMUNICATION ENTERP. OF ORE. INC.

  
\_\_\_\_\_  
William F. Pulver, Mayor

  
\_\_\_\_\_  
Authorized Signature

Marilyn K. Perbett  
Marilyn K. Perbett, City Recorder

Approved as to form:

John H. Kelley  
John H. Kelley, City Attorney

John Paul  
Authorized Signature  
City of CEO

Date 10-2-85

Date 10/8/85