

ORDINANCE NO. 1071

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR CONTRACT WITH INTEGRATED MANAGEMENT RESOURCES, INC., SUBJECT TO CITY COUNCIL FISCAL YEAR APPROPRIATIONS, TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY OF CANBY; AND DECLARING AN EMERGENCY.

WHEREAS, it is determined by the City Council that it is necessary and proper to provide a portion of the City's computer technical services through a contract with a professional computer service provider; and

WHEREAS, the City issued a Request for Proposals for Computer Technical Services directly to the following service providers on March 5, 2001:

1. Creative Data of Beaverton, Oregon
2. Integrated Management Resources, Inc. of Canby, Oregon
3. JWW Consulting of Tigard, Oregon
4. Reset, Inc. of Canby, Oregon
5. Sterling Works Solutions of Beaverton, Oregon; and

WHEREAS, the City received responses from only the following proposers:

1. Integrated Management Resources Inc. of Canby, Oregon
2. JWW Consulting of Tigard, Oregon; and

WHEREAS, the City Request for Proposal Reviewing Committee selected the proposal from Integrated Management Resources, Inc. as the best proposal, conducted interviews with the firm, recommended the award to the firm and assisted staff in negotiating contract terms; and

WHEREAS, the City negotiated a Personal Service Agreement, marked Exhibit "A," with Integrated Management Resources, Inc.; and

WHEREAS, the implementation of the services to be provided under this Agreements before the start of the 2001-2002 Fiscal Year Budget year (July 1, 2001) is unequivocally necessary, and, if not timely implemented, there will be unavoidable serious interruption of the City's computer system and data processing capabilities which will cause irreparable harm to the City's operations and programs.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a two-year contract with Integrated Management Resources, Inc. to provide computer technical services to the City of Canby for an amount not to exceed \$40,000 for FY 2001-2002, subject to the City Council approving an appropriation for FY 2002-2003.

Section 2. In so much as it is in the best interest of the citizens of Canby, Oregon to have uninterrupted computer system services for required municipal record keeping and retention of public records and to avoid any irreparable harm to the City's operations and programs, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its final enactment.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on May 16, 2001, after the hour of 7:30 P.M. in the Council Chambers located at 155 SW 2nd Avenue, Canby, Oregon.

Chaunce F Seifried

Chaunce F. Seifried, City Recorder Pro Tem

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 6th day of June 2001, by the following vote:

4 YEAS

0 NAYS

Terry Prince

Terry Prince, Mayor

ATTEST:

Chaunce F Seifried

Chaunce F. Seifried, City Recorder Pro Tem

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Integrated Management Resources, Inc.(Contractor).

- A. City requires professional services which Contractor is capable of providing, under the terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such professional services as City requires, under those terms and conditions set forth herein.

The Parties Agree as Follows:

1. Scope of Services and Special Conditions. Contractor's personal services under this Agreement shall consist of the following:
 - A. Exhibits "A" - Scope of Work, "B" - Special Conditions and "C" - Performance Measures attached hereto and incorporated herein.
2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service upon execution of this Agreement.
3. Compensation:
 - A. City agrees to pay Contractor for services provided under this Contract at the rates as set forth in Exhibit "D" - Compensation Schedule attached hereto and incorporated herein.
 - B. Contractor agrees that \$40,000.00 is the not to exceed cost of this Agreement for FY 2001-2002, without prior written approval from the City.
 - C. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Any amounts disputed by the City may be withheld pending settlement.
 - D. City currently proposes to provide sufficient funds through Fiscal Year 2001-2002 budget adoption to fund the costs of this Agreement during the City's fiscal year beginning July 1, 2001 and ending June 30, 2002. Funding for any term beyond June 30, 2002 is strictly conditioned upon appropriation of expenditures by the City Council for this Agreement.

4. Contractor is Independent Contractor.
 - A. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph No. 3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes. Contractor will provide proof of such coverage to the City upon execution of this contract of this Agreement.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements

6. Records. Contractor shall keep full and accurate records of all consulting work performed under this Agreement and shall maintain those records for a period of three years, unless otherwise required under the laws of the State of Oregon relating to public records. All non-copywrited materials under this Agreement shall at all times be and remain the sole property of the City.

7. Term.
 - A. This Agreement shall terminate on June 30, 2003 unless terminated previously by:
 1. Mutual written consent of the parties.
 2. Either party, upon ninety (90) days written notice to the other, delivered by certified mail or in person.
 3. City upon delivery of written notice to Contractor, effective by certified mail, or in person, under any of the following:

- a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to cure any breach of conditions or terms hereunder to the satisfaction of the City within the time specified in the Notice.
 4. Failure of the City council to fund the compensation for FY 2002-2003, in its sole discretion.
8. Professional Standards, and Performance Measures.
 1. Contractor shall be responsible, to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
 2. Contractor shall use its best efforts to meet or exceed the performance measurements describe in Exhibit "C" - Performance Measures, attached hereto and incorporated herein.
9. Insurance. Insurance shall be maintained with the following limits:
 - A. Liability - \$1,000,000.00
 - B. Professional liability - \$500,000.00
 - C. Contractor shall provide current copies of Contractor's insurance certificates.
10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
11. Mutual Confidentiality and Non-Disclosure. Contractor and City may provide each other confidential information that requires non-disclosure by either party. Contractor and City shall keep all such information confidential to the best of its abilities and agree not to disclose any such information to other persons, except to the other party representative who needs to know the information to perform services, unless authorized otherwise by written agreement. The obligations of confidentiality and non-disclosure shall remain in effect

throughout the duration of this Agreement and shall survive termination.

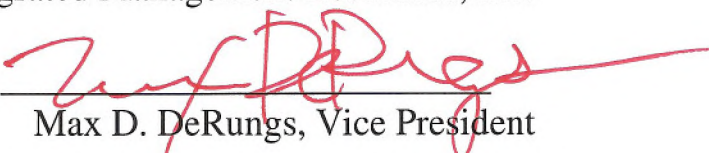
12. Entire Agreement. This Agreement and its exhibits constitute the entire understanding between the parties hereto with respect to the matters set forth herein. The terms of this Agreement may be changed or modified only by an instrument in writing executed by both parties.
13. Governing Law. This Agreement shall be governed by, enforced, and interpreted according to laws of the State of Oregon. Each party hereby consents to the jurisdiction and venue of the Clackamas County state court.
14. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement, except notices provided for under Paragraph No. 7 of this Agreement, shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

CITY: Mark C. Adcock, City Administrator
City of Canby
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Max D. DeRungs, Vice President
Integrated Management Resources, Inc.
PO Box 519
Canby, OR 97013

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly appointed officers.

Integrated Management Resources, Inc.

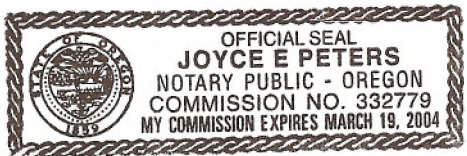
By: 
Max D. DeRungs, Vice President

State of Oregon

This instrument was acknowledged before me on this 12 day of June, 2001 by Max D. DeRungs as Vice President of Integrated Management Resources, Inc. on behalf of whom this instrument was executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Joyce E Peters



City of Canby

By Terry L Prince
Terry L. Prince, Mayor

ATTEST: Chauner Seifried
Chauner Seifried, Recorder Pro Tem

EXHIBIT A
Scope of Work

Contractor shall furnish personal services described hereafter:

1. Provide professional support services for City network platform and system including support for GroupWise email program, as requested by the City.
2. Provide on-going system design and consulting for City network system as requested by City.
3. Provide help-desk technical support services as requested by City designated technical services user support personnel.
4. Provide Network server use training as requested by City designated technical services user support personnel.
5. Provide other professional services as requested by City designated technical services user support personnel.

EXHIBIT B
Special Conditions

1. Contractor shall provide, at no cost to the City, four person hours “on City site” review and training for its professional staff on the City computer system prior to the effective date of this Agreement.
2. Contractor and City shall mutually cooperate, coordinate and develop a protocol policy and protocol implementation plan, including City designated authorized person(s), covering for the professional computer technical services provided under this Agreement.

EXHIBIT C

Performance Measures

I. Technical Services Customer Service Response Measurements

- A. Initial response to City designated technical services staff member**
 - 1. Call City designated technical services staff member within 1 hour of request for help-desk support services.
 - 2. Establish work plan priority within 2 hours of request for help-desk support services.
 - 3. Place on work plan, prioritize and inform City designated technical services staff member within 2 hours of the established work plan priority.

- B. Work performance contact with City designated technical services staff member**
 - 1. Commence work within 1 hour of work plan schedule.
 - 2. Complete work within 1 hour of work plan estimate.
 - 3. Follow up with City designated technical staff member within 48 hours of completion of work.

II WAN and LAN Performance Goals

- A. Network reliability**
 - 1. LAN reliable and operating 98% of time, which includes weekends and holidays.
 - 2. WAN components, other than those owned and operated by Direct Link of Oregon, Inc., reliable and operating 98 % of time, which includes weekends and holidays.

- B. GroupWise and Email Program Reliability**
 - 1. City GroupWise and Email program reliable and operating 98% of time, which includes weekends and holidays.

- C. Overall Management Information System Reliability Review**
 - 1. Monthly meetings with City designated technical services staff member regarding network issues, work plan progress, customer service, work performance, remedial work, etc.

EXHIBIT D
Compensation Schedule

STANDARD RATES *	Hourly Rate
Planning, Design & Project Management	\$150
Network Systems Engineer ***	\$125
PC Technician ***	\$95
Application Programming	\$95
Application Training **	\$150
Network Systems Training **	\$200

* Standard rates apply weekdays 8:00 AM-6:00 PM Monday-Friday, excluding holidays

** This rate applies to training prepared and designed to specifically expedite end-user or network engineer knowledge of specific application or network system, and it does not apply to learning passed on by exposure to on-site work performed by IMR Engineer or Technician.

*** This title applies to on-site service, help-desk type calls, and remote management based on level of support. Network Engineer rates generally apply to server, server operating systems and applications, routing, and other LAN/WAN associated issues, where PC Technician rates apply to PCs, PC operating systems and applications related issues.

PREMIUM RATES

Weekday Evenings 6:00 PM-8:00 AM	<i>1.5 X Hourly Rate</i>
Weekends 8:00 AM-6:00 PM	
Weekend Evenings 6:00 PM-8:00 AM	<i>2 X Hourly Rate</i>
National Holidays	
Non-Scheduled Emergency Response (** All Hours **)	<i>2 X Hourly Rate</i>

MINIMUMS

1/4 hr. Minimum Phone Support

1 hr. Minimum On-site Visit

REIMBURSABLE EXPENSES

Expenses incurred on behalf of the City of Canby will be invoiced. Examples include, but are not limited to the following:

Travel Time – Travel time to/from City of Canby work site will not be invoiced. Travel time longer than ½ hour incurred on behalf of the City not related to an on-site presence will be billed at \$75 per hour traveled with a 1-hour minimum travel charge.

Long-distance charges for phone/modem/fax usage – An aggregate of long-distance charges amounting to \$10 or more will be invoiced.

Hardware or software purchases – Expenses for hardware and software acquired locally or over the Internet on behalf of the City will be invoiced. These purchases will not include a mark-up fee; hourly rates apply instead for specification, ordering, pickup, and delivery. Parts acquired on behalf of clients are typically kept under \$500 by internal IMR policy.

Parking, meals, travel and etc. – Expenses related to parking, meals, travel and other related activities for off-site work performed at the request of the City will be invoiced.