

**ORDINANCE NO. 1228**

**AN ORDINANCE RATIFYING A CONTRACT WITH KINTECHNOLOGY, INC OF CANBY, OREGON FOR THE PROVISION OF EMERGENCY SUPPORT TO THE CITY FOR ITS COMPUTER TECHNICAL SERVICES; AND DECLARING AN EMERGENCY.**

**WHEREAS**, on December 12, 2006, the City of Canby received notice from its current computer service provider, Max DeRungs of IMR, Inc., that he could no longer provide any support to the City's computer network, effective immediately; and

**WHEREAS**, City was in need of immediate support for computer services for its network; and

**WHEREAS**, the Canby City Administrator declared, in writing, that emergency conditions existed requiring prompt action to select another computer service provider immediately; and

**WHEREAS**, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit B (4) an emergency contract was entered into and signed on behalf of the City by the Canby City Administrator on December 13, 2006, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein; and

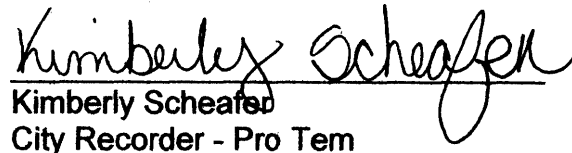
**WHEREAS**, within 30 days of the date of this contract, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this contract and the staff report and believes it to be in the best interest of the City to ratify this contract; now therefore

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

**Section 1.** The Contract, marked as Exhibit "A" hereto, with KinTechnology, Inc., of Canby, Oregon executed on December 13, 2006 by the City Administrator is hereby authorized and ratified as an emergency contract entered into under circumstances that created a substantial risk of interruption of services to the City of Canby, Oregon and the Court finds that awarding the contract in this manner was unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and will result in a substantial cost savings to the City.

**Section 2.** In so much as it is in the best interest of the citizens of the City of Canby, Oregon to ratify the new contract without further delay, and to better serve the citizens of Canby, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

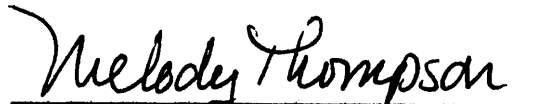
**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on January 3, 2007, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on January 17, 2007, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City hall in Canby, Oregon.

  
Kimberly Scheafer  
City Recorder - Pro Tem

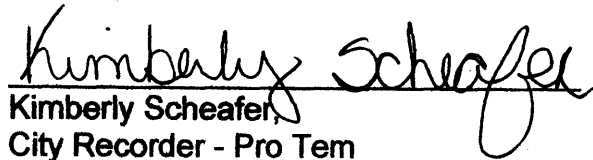
**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 17<sup>th</sup> day of January, 2007, by the following vote:

YEAS 5

NAYS 0

  
Melody Thompson, Mayor

**ATTEST:**

  
Kimberly Scheafer  
City Recorder - Pro Tem

## **PERSONAL SERVICES AGREEMENT**

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

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

The Parties Agree as Follows:

- 1. Scope of Services. Contractor's services under this Agreement shall consist of the following:
  - A. See Exhibit "A" attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City is employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable.
- 3. Compensation:
  - A. City agrees to pay Contractor for services provided as set forth in Exhibit "B"
  - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general

supervision of the Technical Service Department with day to day oversight provided by the Chaunce Seifried. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #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 request.
  - 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 contract, 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. **Work is Property of City.** All work performed by Contractor under this Agreement shall be the property of the City.
7. **Term.**
- A. This Agreement shall terminate upon completion of all work tasks unless terminated previously by:
    - 1. Mutual written consent of the parties.
    - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.

3. City, effective upon deliver of written notice to Contractor 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.
  
8. **Professional Standards.** 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.
  
9. **Insurance.** Insurance shall be maintained with the following limits:
  - A. Liability - \$500,000.00

The City may require current copies of 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 there from.
  
11. **Limitation of Liability.** Any and all liability or claims for damages, costs of defense or expenses will be limited to a sum not to exceed One Hundred Thousand Dollars (\$100,000), or the amount of its fee, whichever is greater on account of any injury or damage to persons or property arising out of any design defect, error, omission or professional negligence.
  
12. **Notices.** Any notice, bills, invoices, reports, or other documents required by 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:** Chaunce Seifried  
City of Canby  
182 N. Holly Street  
Canby, OR 97013

**CONTRACTOR:** Joyce Snyder  
KinTechnology, Inc.  
P.O. Box 595  
Canby, OR 97013

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

**CONTRACTOR:**

  
By: Joyce Snyder

Date: 12/12/06

**CITY OF CANBY:**

  
By Mark Adcock  
CITY ADMINISTRATOR

Date: 

## **"Exhibit A"**

**Scope of Services** – Provides all aspects of computer technical services.

This includes but not limited to the design and maintenance of the following: Servers, personal computer (PC), monitoring, upgrades, networks, emails, backups, planning, and network design.

Services do not include hardware

## "Exhibit B"

**Rates** – Base hourly rates apply to services provided during normal weekday business hours Monday through Friday, 8:00am to 6:00pm in the time zone where services are performed. **Holiday rates** will be charged at double the base hourly rate on national holidays. **Emergency rates** will be charged at double that base hourly rate for non-scheduled urgent-care-response events. **Overtime rates** will be charged at one and one half times the base hourly rate during non-holiday, non-emergency and non-weekday business hours. KinTechnology reserves the right to change base hourly rates with prior notice to customers.

<b>Base Hourly Rates</b>	<b>Consulting Position</b>
\$35 to 75/hr	Intern Tech
\$75 to 95/hr	PC/MAC Tech
\$100 to 150/hr	Networking Tech
\$125 to 200/hr	Specialist Tech
\$125 to 250/hr	Director/Project Manger
\$95 to 125/hr	Programmer
\$100 to 200/hr	Trainer

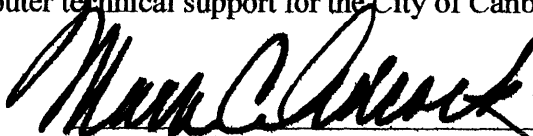


### Declaration of Emergency

On December 12, 2006, Max DeRungs of IMR, Ind., contacted the City of Canby to notify it that his company could no longer provide computer technical support for the City, effective immediately.

Due to the nature of this situation and the fact that computer support is necessary for the day to day smooth operation of City services, I hereby declare an emergency to exist pursuant to Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit B (4).

Based upon this emergency, I have entered into a contract with KinTechnology, Inc., of Canby, Oregon to provide computer technical support for the City of Canby.



Mark C. Adcock

City Administrator

Dated this 13 day of December, 2006.