

ORDINANCE NO. 1298

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE MAILING SERVICES OF SALEM OREGON TO PROVIDE SEWER AND STREET MAINTENANCE FEE PRINTING AND MAILING SERVICES; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to start monthly sewer and street maintenance fee billing at the end of December 2008, and

WHEREAS, the cost of the serves will be paid by the Canby Finance Department with funds budgeted and approved for this purpose in the 2008-2009 fiscal year budget; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, three quotes were obtained for the printing and mailing services:

- | | |
|-----------------------------------------------|------------------|
| 1. Eagle Mailing Service Salem, Oregon | \$2,894.96/Month |
| 2. Metro Presort Portland, Oregon | \$3,234.00/Month |
| 3. Mid-Valley Presort & Mailing Salem, Oregon | \$3,420.00/Month |

WHEREAS, Eagle Mailing Services of Salem, OR submitted the lowest quote not to exceed \$3,154.16 per month; and

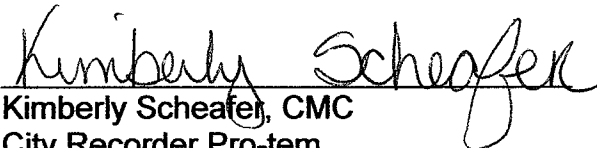
WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this bid, reviewed the staff report and believes it to be in the best interest of the City to contract with Eagle Mailing Services, to provide sewer and street maintenance fee printing and mailing services; therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Eagle Mailing Services to provide sewer and street maintenance fee printing and mailing services for the Canby Finance Department for a total not to exceed \$2,894.96 per month.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to provide the Finance Department with the afore mentioned services 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 Wednesday, November 19, 2008, 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 Wednesday, December 3, 2008, commencing at the hour of 7:30 PM in the Council Meeting Chambers at Canby City Hall located at 155 SW 2nd Avenue in Canby, Oregon.

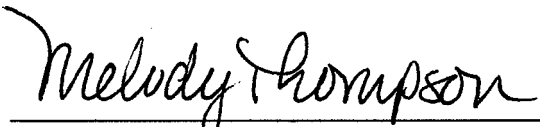


Kimberly Scheafer, CMC
City Recorder Pro-tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 3rd day of December 2008, by the following vote:

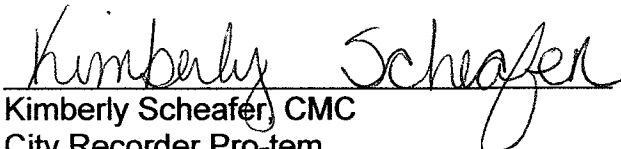
YEAS 5

NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer, CMC
City Recorder Pro-tem

EXHIBIT "A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Eagle Mailing Service (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 are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its 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 according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$2,894.96 per month is the not to exceed price of this contract, without prior written approval from the City.
 - 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 City Administrator. 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.
 - 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. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
 - A. This Agreement may be terminated 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.
 - b. If services are no longer required.
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 by the Contractor with the following limits:
 - A. Professional liability – errors and omissions - \$1,000,000.00, combined single limit, bodily injury/property damage.

The City shall be named as an additional named insured on all required policies. The City may require current copies of insurance certificates. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.
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. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
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: Mark Adcock, City Administrator
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Eagle Mailing Service
PO Box 12008
Salem, OR 97309

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

CONTRACTOR:

CITY OF CANBY:

By: *Carolyn R. Malley*

By:

Mark Adcock

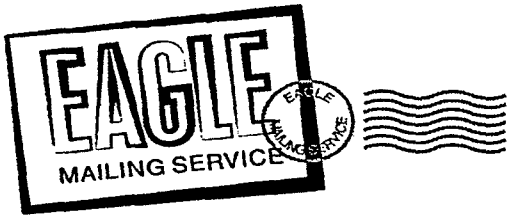
Date: 12/5/08

Date: 12/3/08

Approved as to Form

JK

John Kelley
City Attorney



Mailing Quote

P.O. Box 12008
Salem, Oregon 97309

Phone
(503) 393-6646
1-800-752-4081

Fax
(503) 393-7260

Customer City of Canby **Date** 11/17/08 **Sales Rep** Carolyn

Job Title
Mailing Monthly Resident Statements

<u>Job Description</u>	<u>Quantity</u>	<u>Per 1000</u> <u>Rate</u>	<u>Total</u>
Merge/purge list; import/zip+4/presort Print variable data; insert; Deliver to P.O.			
Merge/purge list	6,000	3.50	\$21.00
Import, Zip+4, Presort	6,000	6.00	\$36.00
Print variable data/fold	6,000	70.36	\$422.16
Insert	6,000	20.00	\$120.00
Printed Window Envelopes	6,000	0.0274	\$164.40
Printed Return Envelopes	6,000	0.0254	\$152.40
First Class Postage	6,000	0.324	\$1,944.00
Deliver to Salem P.O.			\$35.00
			\$2,894.96

*Prices subject to actual pieces and how they mail.
Quote valid for 30 days.*
Postage required in advance.
Please call Carolyn Mally with any questions.
503-393-6646 or 1-800-752-4081