



AGENDA

CANBY CITY COUNCIL REGULAR MEETING

August 1, 2012

7:30 PM

Council Chambers

155 NW 2nd Avenue

Mayor Randy Carson

Council President Walt Daniels

Councilor Richard Ares

Councilor Tim Dale

Councilor Traci Hensley

Councilor Brian Hodson

Councilor Greg Parker

CITY COUNCIL REGULAR MEETING

1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence

2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter.)

4. MAYOR'S BUSINESS

5. COUNCILOR COMMENTS & LIAISON REPORTS

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)

A. Approval of Minutes of the July 18, 2012 City Council Work Session & Regular Meeting

7. PUBLIC HEARING

A. Request for Three Noise Variances from Sidewinder, Inc. dba The Wild Hare Saloon and Café Pg. 1

8. RESOLUTIONS & ORDINANCES

A. Ord. 1361, Authorizing Contract with Ken Robinson dba KR Maintenance to Provide Services at the City Owned Zion Memorial Cemetery (2nd Reading) Pg. 4

B. Ord. 1362, Amending the Comprehensive Plan Land Use Map from residential-Commercial to High Density Residential for Tax Lot 1100 and 1101 of Tax Maps 4S-1E-4D Located Adjacent to and on the West Side of the 1600 Block of S Ivy Street (2nd Reading) Pg. 11

9. NEW BUSINESS

10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

11. CITIZEN INPUT

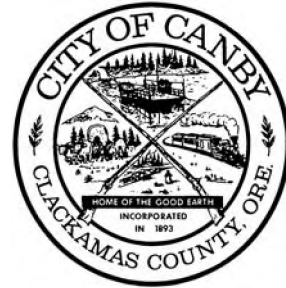
12. ACTION REVIEW

13. EXECUTIVE SESSION: ORS 192.660(2)(h) Pending Litigation

14. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer, MMC, City Recorder at 503.266.4021 ext. 233. A copy of this Agenda can be found on the City's web page at www.ci.canby.or.us. City Council and Planning Commission Meetings are broadcast live and can be viewed on OCTS Channel 5. For a schedule of the playback times, please call 503.263.6287.

MEMORANDUM



TO: *Honorable Mayor Thompson and City Council*
FROM: *Kim Scheafer, MMC, City Recorder*
DATE: *July 23, 2012*
THROUGH: *Greg Ellis, City Administrator*

Issue: Request for Noise Variance

Synopsis: A request has been received from Sidewinder, Inc. dba The Wild Hare Saloon & Café for three noise variances for activities to be held on August 11, 17 and 18, 2012. The variances are being requested to allow live music that will be performed outside between the hours of 8:00 p.m. and 1:30 a.m.

Previous Noise Variances have been granted for similar events to this business. No complaints have been received at City Hall or the Police Department for last year's events. The Police Chief Smith is in support of the noise variances.

Per Canby Municipal Code Section 9.48.050B 4, at least 20 days prior to the public hearing a notice was mailed to property owners within 200' of the establishment, published in the Canby Herald, and posted in various locations around the City. Section 9.48.050B allows the Council to approve a variance after certain criteria which would apply to the facts of the requested variance are considered by the Council. In granting a variance, the Council shall consider:

- a. The protection of health, safety and welfare of citizens as well as the feasibility and cost of noise abatement.
- b. The past, present and future patterns of land use changes.
- c. The relative timing of land use changes.
- d. The acoustical nature of the sound emitted.
- e. Whether variance from the provision would produce a benefit to the public.

If, after review of the evidence submitted by the applicant and hearing any testimony from the public, the Council chooses to allow the variances as requested, a motion to grant the variances would be appropriate.

Recommendation: Staff recommends Council approve the three Noise Variance requests.

Recommended Motion: *I move to grant three Noise Variances to the Wild Hare Saloon & Café on August 11, 17 and 18, 2012 between the hours of 8 p.m. and 1:30 a.m. to allow them to provide live music outside located at 1190 SW First Avenue.*

TO: Canby City Council
FROM: Joan Monen
DATE: July 2, 2012
SUBJECT: Noise Variance

During the month of August, The Wild Hare Saloon and Café would like to apply for three noise variances.

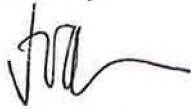
The first one is for Saturday, August 11th. We are hosting the Canby Rodeo Kick off party where we plan to have an outdoor pig roast (dinner) and concert. Our band will start at 9 pm and go until 1:30 am. Our desired attendance will be approximately 350-400 people throughout the course of the evening. The rodeo association and court will be in attendance and we hope to create a fun event for the sponsors as well.

The second event is the Canby Rodeo after party on Friday, August 17th and Saturday, August 18th. We get a big crowd after the rodeo is out and in order to make room for everyone, we need to set up an outdoor beer garden. The live music will go no later than 1 am. We have done this for 9 years and we've never had a problem.

We've hired a security company to help with crowd control for all events and get approval from the OLCC as well.

Thank you for taking the time to consider our request and I look forward to hearing from you.

Sincerely,



Joan Monen, President
Sidewinder, Inc.
DBA, The Wild Hare Saloon and Café

RECEIVED
JUL 03 2012
CITY OF CANBY

CITY OF CANBY NOTICE OF PUBLIC HEARING - NOISE VARIANCE

Date and Time Requested for

Variances:

August 11, 17, & 18, 2012

8:00 p.m. – 1:30 a.m.

Address of Variance:

1190 SW 1st Avenue, Canby, Oregon 97013

Name of Business:

Sidewinder, Inc. dba The Wild Hare Saloon
& Café

Business Owner:

Joan Monen

A public hearing conducted by the Canby City Council will be held on Wednesday, August 1, 2012 at 7:30 p.m. in the City Council Chambers located at 155 NW 2nd Avenue, Canby, Oregon. The purpose of this hearing is to consider the granting of three Noise Variances to The Wild Hare Saloon & Café.

The variances are being requested to allow live music that will be performed outside between the hours of 8:00 p.m. and 1:30 a.m.

Dated this 9th day of July 2012.

Kimberly Scheafer, MMC
City Recorder

ORDINANCE NO. 1361

AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH KEN ROBINSON DBA KR MAINTENANCE TO PROVIDE SERVICES AT THE CITY OWNED ZION MEMORIAL CEMETERY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby desires to continue its contract between the City and Ken Robinson dba KR Maintenance to provide for operation and maintenance services for Canby Zion Memorial Cemetery; and

WHEREAS, the current contract with Ken Robinson dba KR Maintenance needs to be renewed; now therefore,

THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1 . The City Administrator is hereby authorized on behalf of the City to enter into a Personal Services Agreement with Ken Robinson dba KR Maintenance to continue to provide for operation and maintenance services of Canby Zion Memorial Cemetery. A copy of the Personal Services Agreement is attached hereto as Exhibit "A".

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to maintain the Zion Memorial Cemetery and provide services, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, July 18 2012, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, August 1, 2012, commencing at the hour of 7:30 pm at the Council Meeting Chambers located at 155 N.W. 2nd Avenue, Canby, Oregon.

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 1st of August 2012, by the following vote:

YEAS _____

NAYS _____

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and KEN ROBINSON dba KR Maintenance. (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. **Contractor understands it is required to obtain a City of Canby business license for conducting business in the City. Contractor agrees to obtain a Canby business license prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor \$7,600.00 per month for the services provided, not to exceed a total of \$91,200.00 per year.
 - B. The City agrees to pay ten percent (10%) of gross annual revenues exceeding \$60,000.00 annual to Contractor as incentive bonus.
 - C. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - D. 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 terms and conditions of this agreement as well as applicable OSHA regulations and requirements.
6. Access to Records. City shall have access to all books, documents, papers and records of Contractor which are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
7. Work is Property of City. All work performed or improvements made 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.
8. Term.
- A. The term shall be considered as a continuing or rolling two (2) year Agreement commencing on the date agreement is executed.
- B. This Agreement may be terminated 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, 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 Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
9. 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.

10. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. Liability - \$1,000,000.00 combined single limit, bodily injury/property damage, including automobile coverage for any vehicle used for City business.
 - B. Professional liability – errors and omissions - \$1,000,000.00, combined single limit, bodily injury/property damage.

The City shall be named as an additional insured on all required policies. The City may require current copies of insurance endorsement. 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.

11. 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.
12. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
13. 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.
14. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
15. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.
16. Rates. Contractor may propose rate changes for services at the cemetery; however, City shall only set new rates by resolution pursuant to Canby Municipal Code 12.28.050.

17. Capital Improvements. Contractor may propose capital improvement to benefit the cemetery, however, City shall first agree to and then be responsible for costs of such improvements. All other improvements to cemetery requested by someone other than the City must be first approved by the Contractor.

CITY: Greg Ellis, City Administrator
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Ken Robinson
PO Box 934
Canby, OR 97013

**Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
potterl@ci.canby.or.us**

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

CONTRACTOR:

CITY OF CANBY:

By:

By:

Date:

Date:

Approved as to Form:

Joseph Lindsay
City Attorney

SCOPE OF SERVICES

- All bills for materials, supplies, utilities, and marketing are to be handled by Ken Robinson (Contractor) and are to be held in that name. The City will act only as the final guarantor for payments.
- Contractor will maintain on-site record keeping as defined and requested by the City. The current system of paperwork will continue until changes are needed and/or requested by either party.
- Contractor will be responsible for the sales of cemetery property.
- Contractor will be responsible for all maintenance of facilities and the grounds of the cemetery. The City, on a case-by-case basis, will pay for repairs that were due to prior neglect.
- Ground maintenance includes the following, but not limited to:
 - Mowing
 - Trimming hedges and trees
 - Fertilizing, spraying and weed control
 - Planting grass on new graves
 - Season irrigation
 - Mole control
 - Removing old flowers
- Contractor will be responsible for setting headstones, repairing headstones, and installation of name bars on mausoleum.
 - Advance purchase of double name bars, before the second person has died will not be allowed for the mausoleum.
- Contractor will be responsible for digging, backfilling and compacting grave sites.
- Contractor will be responsible for interments of bodies & cremains (disinterment if necessary).
- Contractor will be responsible for building maintenance
- Contractor will be available for weekend services, as needed.
- Contractor will develop working relationships with services clubs for Memorial Day; with local and out of town funeral directors; and with City staff.
- Contractor has authorization to sell grave markers under the name of K R Maintenance and has no bearing with the City.

ORDINANCE NO. 1362

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN LAND USE MAP FROM RESIDENTIAL-COMMERCIAL TO HIGH DENSITY RESIDENTIAL FOR TAX LOT 1100 AND 1101 OF TAX MAP 4S-1E-4D LOCATED ADJACENT TO AND ON THE WEST SIDE OF THE 1600 BLOCK OF S IVY STREET.

WHEREAS, an application was filed with the City by Hope Village, Inc. the owner of Tax Lot 1100 and 1101 of Tax Map 4S-1E-4D to amend the Comprehensive Plan Land Use Map from Residential-Commercial (RC) to High Density Residential (HDR); and,

WHEREAS, concurrent applications to annex and amend the zoning map of the City of Canby, Clackamas County, Oregon accompanied this request; and,

WHEREAS, a public hearing was conducted by the Canby Planning Commission on July 9, 2012 and Canby City Council on July 18, 2012, after public notices were mailed, posted and printed in the Canby *Herald*, as required by law; and,

WHEREAS, the Canby City Council considered the matter and recommendation of the Planning Commission and reviewed the record of the Planning Commission hearing and concluded that the findings of fact and the amendment itself are appropriate; and,

WHEREAS, the Canby City Council, after concluding its review and discussion on this matter and by motion duly made and seconded, voted to approve the Comprehensive Plan Land Use Map Amendment contingent upon approval of the concurrent annexation and zone map amendment by a subsequent required vote of the people; now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The comprehensive plan designations for tax lots 1100 and 1101 of Tax Map 4S-1E-4D are changed from Residential-Commercial (RC) to High Density Residential (HDR) subject to the concurrent annexation and zone map amendment approval by a vote of the citizens of Canby.

Section 2. The Mayor, attested by the City Recorder, is hereby authorized and directed to make the appropriate change on the City's Comprehensive Plan Land Use Map in accordance with the dictates of Section 1 above.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, July 18, 2012 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, August 1, 2012, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers located at 155 NW 2nd Avenue Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 1st day of August, 2012, by the following vote:

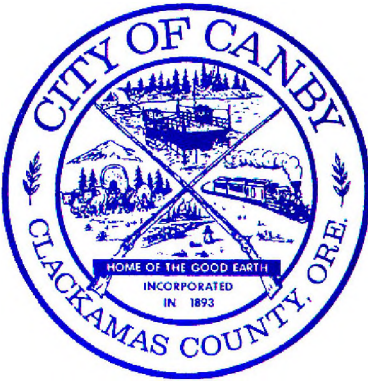
YEAS _____

NAYS _____

Randy Carson, Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



City of Canby

City Attorney

MEMORANDUM

DATE: AUGUST 1, 2012
TO: CANBY CITY COUNCIL
FROM: JOSEPH LINDSAY, CITY ATTORNEY
RE: ORDINANCE NO. 1363 AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO AN AMENDED CONTRACT WITH KINTECHNOLOGY INCORPORATED TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY; AND DECLARING AN EMERGENCY

Issue: Whether or not to continue contracting KinTech computer tech services at the City.

Summary: KinTech has been providing this service to the City of Canby since 2006. There is a change in compensation between this agreement and the last one. The prices charged per hour are nearly identical, but the not to exceed price on the amount of services is to be increased from \$75,000 to \$85,000. This \$10,000 increase in the ceiling of services allowable under the amended contract allows for the contract to fall under the amendment exemption in public contracting, since it is less than a 25% increase in price.

Attachments: *Exhibit A* Personal Services Agreement with KinTechnology, Inc.

Recommendation:
Continue contracting with KinTech under the amended contract.

Motion: "I move to approve Ordinance No. 1363: AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO AN AMENDED CONTRACT WITH KINTECHNOLOGY INCORPORATED TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY; AND DECLARING AN EMERGENCY."

ORDINANCE NO. 1363

AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO AN AMENDED CONTRACT WITH KINTECHNOLOGY INCORPORATED TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby desires to continue its contract between the City and KinTechnology Incorporated to provide computer technical services for the City; and

WHEREAS, the current contract with KinTechnology Incorporated needs to be renewed and amended;

THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into an amended Personal Services Agreement with KinTechnology Incorporated to continue to provide computer technical services for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to maintain computer technical services in order to provide both essential and general services to the public, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, August 1, 2012, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, August 15, 2012, commencing at the hour of 7:30 pm at the Council Meeting Chambers located at 155 N.W. 2nd Avenue, Canby, Oregon.

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 15th of August 2012, by the following vote:

YEAS _____ NAYS _____

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

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 a 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. **Contractor understands it is required to obtain a City of Canby business license for conducting business in the City. Contractor agrees to obtain a Canby business license prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "B" attached hereto. Contractor agrees that \$85,000.00 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 reporting completed work. 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 terms and conditions of this agreement as well as 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 Contractor fails to abide by the terms of this Agreement.
 - c. 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. Liability - \$1,000,000.00 combined single limit, bodily injury/property damage, including automobile coverage for any vehicle used for City business.
- B. Professional liability – errors and omissions - \$1,000,000.00, combined single limit, bodily injury/property damage.

The City shall be named as an additional insured on all required policies. The City may require current copies of insurance endorsement. 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 there from.
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.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY:

Greg Ellis, City Administrator
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Tim/Shalna Kimble
KinTechnology, Inc.
PO Box 305
Canby, OR 97013

**Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
potterl@ci.canby.or.us**

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

CONTRACTOR:

CITY OF CANBY:

By:

By:

Date:

Date:

Approved as to Form:

Joseph Lindsay
City Attorney

EXHIBIT A

Monthly Scope of Services –

KinTech agrees to manage and maintain the City of Canby computer network system using the following services:

- One technician for an average of 36-40 hours per week.
- Maintain network level web filtration system.
- Maintain thorough inventory documentation.
- Coordinate and consolidate all requests for support using KinTech ticketing system.
- Monitor network system status and performance.
- Create and manage users and groups.
- Manage data organization and security.
- Manage data backup and data restore systems.
- Planning, installation, and maintenance of physical network backbone.
- Manage internal and external network security.
- Planning and maintenance of email systems.
- Research and implement technology advancements.
- Plan, research, and assist with acquisitions of new hardware and software.
- Setup, configure, and maintain new and current workstations.
- Troubleshoot software and hardware issues.
- Relocate user workstation environments.
- Removal of spyware and viruses from network systems.
- Troubleshoot and maintain network printing.
- Assess user requirements and propose solutions to meet them.
- Manage hardware recycling and, or secure disposal.
- Create documentation for training purposes.
- Provide training for users on hardware and software systems.

Scope of Services does not include the following:

- All hardware needs - costs will be discussed as needed.
- Anti-Virus licensing renewals - City will be responsible for renewal fees.
- Web Filtration subscription - services/system available for \$150 per month.
- Anti-Spam filtration subscription - Service available at a cost of \$3.25 per user per month.

EXHIBIT B

Other services not included in the above *Monthly Scope of Services* will be charged at our regular rates listed below. All charges will be approved in advance by an authorized City representative. [Authorized City representatives include Assistant City Administrator/HR Director, City Administrator, and City Recorder.]

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 nonweekday business hours. KinTechnology reserves the right to change base hourly rates with prior notice to customers.

Base Hourly Rates

\$95/hr

\$125/hr

\$125/hr

\$95 to \$125/hr

\$95 to \$125/hr

Consulting Position

PC/MAC Tech

Networking Tech

Server Tech

Programmer

Training

Management Team Meeting Minutes

July 16, 2012

2:00 PM

City Hall Conference Room

In attendance: Greg Ellis, Sue Engels, Renate Mengelberg, Darwin Tramel, Kim Scheafer, Joe Lindsay, and Amanda Zeiber.

Kim Scheafer

- E-News deadline is July 27
- Out of office Friday

Greg Ellis

- Ribbon cutting for NE 4th Avenue will be on August 7 at 10:30 AM

Darwin Tramel

- Working on public records request
- Out of office July 20 – August 3
- DEQ audit meeting is Tuesday
- Stormwater meeting is on Thursday
- Will be working on an RFP for a Stormwater Master Plan

Renate Mengelberg

- Retail Market Strategy Open House will be on July 24 in the morning at the Mini Chef Restaurant
- A Retail Business Recruitment Strategy is being developed
- Working with two businesses on a Façade Improvement Plan
- Jamie Stickel will be at Main Street training Tuesday and Wednesday

Sue Engels

- Working on public records request
- Judi will be processing payroll for the next pay period
- Working on closing books for the end of the year

Amanda Zeiber

- Wrapping up open enrollment paperwork
- Working on a draft drug and alcohol policy
- Ryan is out until July 30. IT Work Orders need to be submitted electronically.
- Out of office next week.

Minutes taken by Kim Scheafer

Management Team Meeting Minutes

July 23, 2012

2:00 PM

City Hall Conference Room

In attendance: Greg Ellis, Sue Engels, Bryan Brown, Penny Hummel, Julie Wehling, Eric Laitinen, Renate Mengelberg, Kim Scheafer, and Joe Lindsay.

Kim Scheafer

- E-News deadline is July 27
- Reviewed Agenda for August 1 CC Meeting

Greg Ellis

- 1st Avenue construction is going well
- Attended Slice of Summer yesterday

Renate Mengelberg

- Ribbon cutting for NE 4th Avenue will be on August 7 at 10:30 AM
- Out of office next week
- Retail Market Analysis presentation will be held at the Mini Chef Restaurant on July 24 at 8:30 a.m.

Eric Laitinen

- Special \$2.00 public swim will be offered during the afternoon sessions in August

Sue Engels

- Sharon Tramel is out of the office until August 6
- Working on year-end items

Julie Wehling

- Working out details for Clackamas County Fair shuttle that will run 10 AM - 11 PM
- Will be having another FTA Drug and Alcohol Program audit
- Working out procedures for when fares go into effect

Penny Hummel

- Working on birthday celebration for library
- Attending the OLA Conference July 30 & 31

Bryan Brown

- Fred Meyer Fuel Station public hearing will be held tonight at the Planning Commission meeting
- Dragonberry Produce pre-con meeting will be held Tuesday
- Staff will be working on updating the Land Needs Study. Working with Clackamas County on population analysis that will be incorporated into it.

Minutes taken by Kim Scheafer

CITY COUNCIL / URA MEETING FOLLOW-UP ITEMS				
ORIG. CC / URA MTG. DATE	ITEM	STATUS	ASSIGNED TO	FOR CC OR URA MTG. OF
10/12/2011 URA	Entrance Sign Power - ODOT	Contact appropriate person at ODOT	Dan	TBD
10/12/2011 URA	Other use or market for solar panels	Researching	Dan	TBD
OTHER STAFF ITEMS				
DATE	ITEM	STATUS	ASSIGNED TO	TARGET DATE
12/7/2011	Road Improvement & Sidewalk Extension on NE 4th Avenue by CC Event Center	Getting Easements & Right-of-Way; Proceeding With Design	Greg	Under Construction
	Selling Property Partitioned Next to Maple Street Park (former location of Marshall House)	Waiting for better econmic times to sell property		On-Going