

ORDINANCE NO. 1658

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A SERVICE AGREEMENT WITH DIRECTLINK FOR THE RENEWAL OF VOICECONNECT SERVICES FOR THE CITY OF CANBY.

WHEREAS, the City of Canby has identified the need to renew its existing VoiceConnect telephone and unified communications system services to ensure reliable voice and communication infrastructure for all City facilities;

WHEREAS, the City received three separate quotes for service with Direct Link as the lowest price;

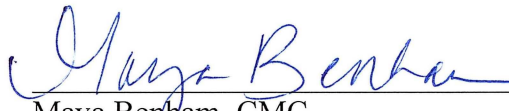
WHEREAS, the proposed Service Renewal Agreement provides for updated hardware, programming, and licenses as detailed in Exhibit "A" of the Agreement, with installation and service to commence in December 2025; and

WHEREAS, the renewal terms were reviewed by the City's Information Technology Department and found to provide continued value, reliability, and compatibility with existing City infrastructure.

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

The Interim City Administrator, Randy Ealy, is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, a Service Renewal Agreement with DirectLink for the renewal and continued provision of VoiceConnect services. A copy of said agreement is attached hereto as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, November 5, 2025 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter, to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, November 19, 2025, commencing at the hour of 7:00 PM in the City Council Chambers, located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.


Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 19th, day of November 2025, by the following vote:

YEAS 0

NAYS 0

A handwritten signature in black ink, appearing to read "Brian Hodson", written over a horizontal line.

Brian Hodson
Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Maya Benham", written over a horizontal line.

Maya Benham, CMC
City Recorder

Voice Connect Service Renewal Agreement

This Service Agreement entered into by and between Canby Telephone Association d/b/a DirectLink, hereinafter referred to as "COMPANY" and City of Canby, hereinafter referred to as "CUSTOMER", each a party and collectively the "PARTIES" and is in full force and effect the date executed by the PARTIES below.

The PARTIES hereto are mutually covenant and agree as follows:

1. **DEFINITIONS:** As hereinafter used, the following terms shall have the meanings indicated:
 - (a) "SERVICE AGREEMENT" and/or "SERVICE RENEWAL AGREEMENT" The fixed period of time in months agreed to by CUSTOMER and COMPANY during which COMPANY will provide Services to the CUSTOMER.
 - (b) "EXHIBIT(s)" Each document marked "Exhibit" attached to this Agreement, the contents thereof which are incorporated herein as if fully set forth.
 - (c) "SERVICE(s)" Means any service and items of equipment listed in the exhibit(s).
 - (d) "MONTHLY RECURRING FEE" That recurring monthly charge which the CUSTOMER pays for the Service(s).
 - (e) "ONE-TIME INSTALLATION FEE" The charge which the CUSTOMER pays for the installation of the Service(s).
2. **TERM:** The term of this Agreement is 60 months beginning the effective date of the SERVICE(s) as reflected on CUSTOMER's monthly statement following installation of the SERVICE(s), "TERM".
3. **INSTALLATION:** COMPANY shall provide and install the SERVICES(s) on the CUSTOMER'S premises. The equipment will be in service at the premises on the estimated in-service date specified in Exhibit A.
4. **SERVICES:** COMPANY will use its best efforts and due diligence in its performance of the Services and will provide such personnel, materials, supplies, and equipment as are necessary to successfully provide the Services. All COMPANY personnel designated to install and support the Services shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and COMPANY shall have all requisite permits, licenses and other authorizations necessary to provide the Services.
5. **MAINTENANCE:** Unless otherwise stated, all installed Service(s) shall be new and current model equipment and carry full manufacturer warranties. COMPANY represents and warrants that, to the best of its knowledge, it owns all rights, title, and interest in the Service(s) provided, the Service(s) are free from all liens, charges, encumbrances, or claims of any person or entity, and the Service(s) furnished do not infringe on any patent, registered service mark, trademark, trade dress, copyright, or other intellectual property rights. COMPANY agrees to save, hold harmless, and indemnify the CUSTOMER in the event of any claim infringement, to the extent

found to have been caused by the actions, errors, or omissions of COMPANY. Further, COMPANY represents and warrants that the Service(s) are free from defects in material and workmanship. During the Agreement COMPANY shall maintain the Service(s) in good working condition and will make all adjustments, repairs and parts replacements necessary to fulfill this obligation without additional cost to CUSTOMER.

6. **RATES:** CUSTOMER shall pay on or before the 30th day of each month the appropriate monthly charges specified in Exhibit A or any additional exhibits executed during the term of this Agreement.
7. **EQUIPMENT:** The equipment shall at all times remain the property of COMPANY. In the provisioning, support and maintenance of the SERVICE(s), COMPANY reserves the right to substitute like equipment having essential functional equivalency to equipment demonstrated prior to execution of this SERVICE AGREEMENT, equipment as installed, or as equipment listed in this SERVICE AGREEMENT or any Exhibit thereto.
8. **RISK OF LOSS:** CUSTOMER shall assume responsibility for any loss of or damage to the equipment on its premises where such loss or damage is due to CUSTOMER negligence.
9. **LIMITATION OF LIABILITY:**
 - (a) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT.
 - (b) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DIRECTLINK DOES NOT WARRANT THAT THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.
 - (c) DIRECTLINK MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

(d) IN NO EVENT SHALL DIRECTLINK, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

10. **ADDITIONAL SERVICE:** The CUSTOMER may add additional SERVICE(s) by executing additional Exhibits pursuant to this agreement. As a convenience to the CUSTOMER, COMPANY may elect to provide service in response to a CUSTOMER order without a CUSTOMER signature on an appropriate EXHIBIT. Such additions of lines, telephones and features during the TERM will be at the contract rate with installation charges specified in the then applicable price lists of COMPANY.
11. **EARLY TERMINATION:** When by COMPANY for cause, or by CUSTOMER without cause, CUSTOMER shall pay all accrued and unpaid charges for SERVICE(s) up to the date of disconnection plus an early termination charge as liquidated damages, and not as a penalty, calculated as follows:
Remaining Term Great than Twenty-Four (24) Months. The early termination fee shall equal to one hundred percent (100%) of the monthly recurring charge for the SERVICE(s) multiplied by the number of months remaining in the Term.
Remaining Term Greater Than Twelve (12) Months but Twenty-Four (24) Months or Fewer. The early termination fee shall equal seventy-five percent (75%) of the Monthly Recurring Charge multiplied by the number of months remaining in the Term.
Remaining Term Twelve (12) Months or Fewer. The early termination fee shall equal fifty percent (50%) of the Monthly Recurring Charge multiplied by the number of months, or fraction thereof, remaining in the Term. Customer shall also pay COMPANY'S reasonable costs of removal and disposition of COMPANY'S equipment installed on CUSTOMER'S premises.
12. **CONTINUED USE OF SERVICE(s) AFTER EXPIRATION OF TERM:** CUSTOMER may continue to use the equipment after the expiration of the TERM applicable to such equipment; provided however, (1) that the CUSTOMER continues to pay the appropriate monthly charges as provided by applicable price lists, and (2) that COMPANY'S only obligation shall be to keep the equipment in good working condition subject to the availability of materials.
13. **ACCESS TO CUSTOMER'S PREMISES:** CUSTOMER hereby authorizes COMPANY employees to enter CUSTOMER'S premises at all reasonable hours, with COMPANY'S prior notification, for the purpose of installing, testing, inspecting, repairing and maintaining the equipment and otherwise performing its commitments under this agreement. CUSTOMER shall furnish secured

areas and necessary power as needed for the Service without cost to COMPANY. COMPANY will remove any and all of its property located on the CUSTOMER'S premises within 10 days of the termination of service.

14. ASSIGNMENT: During the TERM of this agreement, CUSTOMER may assign its rights hereunder, subject however, to the proposed assignee establishing satisfactory financial responsibility with COMPANY.
15. DEFAULT: If CUSTOMER defaults in making any payments hereunder, or default in any of its covenants under this agreement, and CUSTOMER does not cure such default within 60 days after having received written notice from COMPANY of the nature of such default, COMPANY may, at its sole discretion, terminate this agreement or any Exhibit hereunder or remove any item of equipment listed on any Exhibit in which event the charges to CUSTOMER referred to in paragraph 10 shall apply.
16. NON-WAIVER: The failure of COMPANY to insist upon strict performance of the terms, covenants or conditions of this agreement in any one or more instances shall not be construed as a further waiver or relinquishment of any such terms, covenants or conditions, but the same shall be and remain in full force and effect.
17. MOVES, CHANGES, AND REARRANGEMENTS: At the CUSTOMER'S request, equipment will be moved, changed or rearranged by COMPANY within the CUSTOMER'S premises specified in the applicable Exhibit. Charges for said moves, changes and rearrangements will be the charges specified in the applicable price lists of COMPANY. Where no price lists apply, CUSTOMER shall pay a charge based upon actual costs incurred by COMPANY. No Service shall be moved, changed, or rearranged except by COMPANY employees or as provided in an applicable Exhibit. Additional trunks, lines and equipment will be priced at the SERVICE AGREEMENT level.
18. TAXES, SURCHARGES AND OTHER GOVERNMENT-RELATED COSTS AND FEES: DirectLink reserves the right to invoice CUSTOMER for any fees or payment obligations in connection with the SERVICE(s) imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the SERVICES(s), including, without limitation, applicable franchise fees (if any), regardless of whether COMPANY or its affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from CUSTOMER. These obligations may include those imposed on COMPANY or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that COMPANY or its affiliates are required to collect from the CUSTOMER or to pay to others in support of statutory or regulatory programs. For example, voice customers are charged a monthly regulatory recovery fee to help defray COMPANY'S contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and E911 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice.

19. REINSTALLATION: In the event of a change of CUSTOMER premises, COMPANY shall relocate, reinstall, and service if technically and economically feasible. CUSTOMER shall pay full installation charges, under the current service level, as described in the prevailing COMPANY price lists.
20. APPLICATION PRICE LISTS: Except as provided in this SERVICE AGREEMENT, the SERVICE(s) furnished hereunder shall be subject to all applicable price lists of COMPANY. This agreement and COMPANY applicable price lists represent the entire agreement between the PARTIES, and supersede all prior negotiations, discussions and writing. Price lists may require pricing adjustments during the TERM.

IN WITNESS WHEREOF, the PARTIES hereto affix their signatures:

COMPANY: **DirectLink**

CUSTOMER: **City of Canby**

Company By: Janet Bailey

Customer By: Randy Ealy

(Signature)

(Signature)

Title: CSO, VP Member Services

Title: Interim City Administrator

Date: _____

Date: 12-22-25

Exhibit A

VoiceConnect Services and Equipment

Estimated Installation Date: 12/15/2025

Quantity	Description	Monthly Charge
1	VoiceConnect Main Pilot/Trunk*	\$25.00
9	VoiceConnect Pilot Number* @\$5/ea	\$45.00
	VoiceConnect Court 266-4027 Shared	
1	Line*	\$20.00
1	2,000 Nationwide LD Minutes*	\$19.00
6	Premium Attendant @\$25/ea	\$150.00
3	Paging Line @\$12/ea	\$36.00
27	Standalone Voicemail @\$5.95/ea	\$160.65
23	Analog Lines @\$25/ea	\$575.00
1	Remote Call Forward	\$28.92
	VoiceConnect Circuits For Each	
9	Premise*	\$0.00
8	CPD Conf. Room Phones \$12.40/ea*	\$99.20
93	Full Color SIP Phones \$4/ea*	\$372.00
101	VoiceConnect Seats \$5/ea*	\$505.00
1	eFax Number & Service*	\$6.00
	Collaboration Pro Call Recording	
5	License @\$19/ea*	\$95.00
25	MAX UCaaS App Licences \$4/ea*	\$100.00
	Side Car Expansion Modules	
4	\$6.10/ea*	\$24.40
	Router/Switch Equipment*	\$431.00
	Battery Backup – UPS	\$40.00
	Renewal Equipment Discount*	-\$296.25
15	EOC Lines (comped)	\$0.00
	Total Monthly Charges	\$2,435.92

Installation Charges:

Phone Programming / Replacement	
Install	\$5,520.00
Install Discount	-\$5,520.00

Total Installation Charges \$0.00 (WAIVED)

Charges above do not include usage, federal, state, county or municipal taxes, surcharges or fees.

*Note: Services followed by an asterisk comprise the VoiceConnect system and are subject to the provisions of paragraph 11, "Early Termination"

Company Initials _____

Customer Initials _____

Exhibit B

Statement of Work and VoiceConnect Equipment List

Statement of Work:

DirectLink is to provide UCaaS, VoIP, and SIP Voice services with revamped programming on the current platform and mostly new phones to replace outdated models currently in use with existing phone system. Updated programming for new replacement phones will require new key mapping and in some instances updates to call flows, voicemail greetings / announcement recordings, PIN/passwords for end users and phone softkey programming at the time of installation. Requests for customization must be submitted to DirectLink at least 3 business days prior to the installation date(s) stipulated within Statement of Work Timeline. Any changes to configuration or customization requests submitted must be approved by COMPANY at least 3 business days prior to installation otherwise will be considered a change order which may result in adjusted timelines and/or additional charges. Installation details and floorplan, configuration details and phone programming will be documented by DirectLink in the form of a Business Group Worksheet prior to installation and is available upon request for review. Business Group Worksheet is to be presented to the City of Canby at time of final installation in the form of hard copy for the purposes of retaining a local copy for memorializing the original VoiceConnect installation and configuration details.

Additional Notes & Deliverables:

DirectLink will utilize existing CAT5e/CAT6 cabling for equipment locations, program and install/configure the following:

- Replace Aastra and Mitel SIP Phones with 93 new Yealink Full Color Desk Phones and 8 Yealink Conference Phones
- Program new Yealink Phones with softkey configurations set by each department
- Utilize existing routers, switches, cabling, circuits, and battery backup (UPS) at each location.
- Install & configure new UCaaS Collaboration Pro Call Recording Licenses and provide staff training
- Conduct full preliminary audit of each location and configure template user key mapping
- Maintain Multi-Line Hunt Groups as-is, unless otherwise directed in advance
- Test newly installed VoiceConnect Phones and Equipment at the time of install.
- Provide admin and end user training at time of install unless alternative future training date(s) are requested, with option of utilizing follow-up training up to 4 weeks after initial installation.

System Administration:

VoiceConnect system will be administered by City of Canby Information Technology Department, training and reference materials to be provided at time of installation. All future Moves/Add/Changes to equipment will be conducted by DirectLink upon request at a cost and date/time to be agreed upon if/when such a request is made.

Timeline:

Work as outlined above is to be completed within 8 hour work days 8am to 5pm, beginning on 12/15/2025 which includes installation of updated equipment with new key mapping for all phones per requested details and direction of City of Canby IT by 12/1/25. Any changes to the scope of work will require scheduling additional installation day(s) and will delay the timeline for final installation. In the event there are unexpected discoveries pertaining to the VoiceConnect and CloudConnect UCaaS Phone System installation, a modified Statement of Work and Timeline will be provided to City of Canby at the time of discovery.

Company Initials _____

Customer Initials _____