



CITY COUNCIL Agenda

222 NE 2nd Avenue, Canby, OR, 97013 | Ph: (503) 266-4021 | www.canbyoregon.gov

JUNE 5, 2024

The City Council meeting may be attended in person in the Council Chambers at
222 NE 2nd Avenue, Canby, OR 97013

The meetings can be viewed on YouTube at:

<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

The public can register to attend the meeting virtually by contacting the Deputy City Recorder;
ridgleyt@canbyoregon.gov or call 503-266-0637.

For questions regarding programming, please contact: Willamette Falls Studio (503) 650-0275;
media@wfmstudios.org

REGULAR MEETING – 7:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance

2. SWEARING-IN CEREMONY OF POLICE OFFICERS

3. NEW EMPLOYEE INTRODUCTIONS

- 4. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. If you would like to speak virtually, please contact the Deputy City Recorder by 4:30 pm on June 5, 2024, with your name, the topic you'd like to speak on and contact information: ridgleyt@canbyoregon.gov or call 503-266-0637.

5. CONSENT AGENDA

- a. Approval of the May 1, 2024, and May 15, 2024, Work Session and Regular City Council Meeting Minutes. 1

6. ORDINANCES & RESOLUTIONS

- a. Consider **Ordinance No. 1621:** An Ordinance Authorizing the City Administrator to enter into an Agreement with Heard Farms for Removal of Wastewater Sludge to a second reading on June 5, 2024. (*Second Reading*) 15

- b. Consider **Ordinance No. 1622:** An Ordinance Awarding the Construction Contract with Eagle-Elsner Inc, in the amount of \$1,120,120.00 for construction of the 2024 Street Maintenance & Urban Renewal Agency Improvements Project to a second reading on June 5, 2024. (*Second Reading*) 18
- c. Consider **Ordinance No. 1623:** An Ordinance Authorizing the City Administrator to Execute a Contract with Polar Systems, Inc of West Linn, OR, to provide Managed IT Services for the City of Canby to a second reading on June 19, 2024. (*First Reading*) 31
- d. Consider **Ordinance No. 1624:** An Ordinance Authorizing the City Administrator to Enter into a Contract with Axon Enterprises in the Amount of \$140,965.04 for the Purchase of Tasers, Equipment, Software, and Services. (*First Reading*) 83

7. OLD BUSINESS

- a. City Attorney Recruitment

8. NEW BUSINESS

- a. Discuss Possible Cancelation of the July 3, 2024, City Council Meeting.
- b. Consider Approval of the City Administrator to sign the Intergovernmental Agreement between the City of Canby and the City of Molalla's Police Department to provide Behavioral Health Specialist Services. 97

9. MAYOR'S BUSINESS

10. COUNCILOR COMMENTS & LIAISON REPORTS

11. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

12. CITIZEN INPUT

13. ACTION REVIEW

14. ADJOURN

There will be an Executive Session after the Regular Meeting but not before 8:00 PM.

EXECUTIVE SESSION – 8:00 PM

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

1. CALL TO ORDER

2. EXECUTIVE SESSION: Pursuant to ORS 192.660(2)(i) Performance Evaluation of Public Officer.

3. 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 Maya Benham at 503-266-0720. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov.

**CANBY CITY COUNCIL
WORK SESSION MINUTES
May 1, 2024**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Scott Sasse, James Davis, Traci Hensley, and Jason Padden.

COUNCIL ABSENT: Herman Maldonado and Daniel Stearns.

STAFF PRESENT: Eileen Stein, City Administrator; Maya Benham, Administrative Director/ City Recorder; Teresa Ridgley, Deputy City Recorder; Todd Wood, Transit/Fleet/IT Director, Jamie Stickel, Economic Development Director/Communications Specialist; Tyler Nizer, Economic Development & Tourism Coordinator; Jerry Nelzen, Public Works Director; Ronda Rozzell, Office Specialist; and Scott Schlag, Finance Director.

CALL TO ORDER: Mayor Hodson called the Work Session to order at 6:00 p.m.

TRANSIT MASTER PLAN UPDATE: Todd Wood, Transit/Fleet/IT Director, stated last year they went through an RFP process for a consultant to update the Transit Master Plan. The Plan had to be updated every 5-7 years and was what the Oregon Department of Transportation expected them to use when applying for grants. It allowed them to survey the citizens and businesses to ask what was going right and what kind of things they would like to see. He discussed current challenges in Transit including a 25% increase in costs for contract services and grants and payroll tax not keeping pace with the increased costs. He introduced Álvaro Caviedes of Jarrett Walker and Associates.

Mr. Caviedes gave a presentation on the project team, background on the firm, what a Transit Master Plan was, process to update the Plan, CAT's existing routes, and ridership.

Brenda Martin with enviroissues discussed the public engagement process, community survey results and demographics, stakeholder workshop and outcomes, and future engagement plans.

There was discussion regarding the number of survey respondents, more stops on the Canby Loop, route to the Max line, getting input from seniors, funding for routes, sharing stops with other bus providers, increased crime with the Max line, and how close people were from transit.

Mr. Caviedes spoke about proposed route changes, hours of service, weekend service, capital infrastructure, programs, and operations, and next steps.

Councilor Maldonado arrived at 6:29 p.m. Councilor Stearns arrived at 6:41 p.m.

ADJOURN: Mayor Hodson adjourned the Work Session at 7:02 p.m.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
May 1, 2024**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Scott Sasse, Daniel Stearns, James Davis, Traci Hensley, Jason Padden, and Herman Maldonado.

STAFF PRESENT: Eileen Stein, City Administrator; Maya Benham, Administrative Director/ City Recorder; Teresa Ridgley, Deputy City Recorder; Todd Wood, Transit/Fleet/IT Director, Jamie Stickel, Economic Development Director/Communications Specialist; Tyler Nizer, Economic Development & Tourism Coordinator; Jerry Nelzen, Public Works Director; Ronda Rozzell, Office Specialist; Scott Schlag, Finance Director; and David Doughman, City Attorney, (attended virtually).

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:11 p.m.

NEW EMPLOYEE INTRODUCTIONS: None.

HISTORIC PRESERVATION MONTH PROCLAMATION & PRESENTATION:

Mayor Hodson read a bio for Anne LeVant Prah, Oregon Heritage Commissioner. She was a curator of collections for the Oregon Jewish Museum & Center for Holocaust Education, where she oversaw the oral history program and collected first person narratives. She held a master's in Folklore and Museum Studies from the University of Texas, Austin.

Ms. Prah extended congratulations to Peggy Sigler for receiving the Oregon Heritage Excellence Award and to Dawn Coleman for receiving the Standout Heritage Volunteer Award.

Mayor Hodson read the proclamation declaring May 2024 as Historic Preservation Month. He presented a certificate to Ms. Coleman.

Tyler Nizer, Economic Development & Tourism Coordinator, invited the Council and citizens to the time capsule being placed into the Grant Street Arch on May 2 at 5 p.m. The time capsule would be opened in 2074. Directly after would be an unveiling of a sculpture and planting of a white oak tree near historic City Hall by Canby Beautification and Canby Civic Block LLC. It was also First Thursday which would be open until 8 p.m.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: Kevin Czerwinski, president of the Dinsmore Estates HOA, discussed concerns about construction noise. Even though the current noise ordinance allowed this type of activity to happen from 7 a.m. to 10 p.m., there was a caveat that said vehicles and other machines needed to have a damper on them, which construction tools were not able to do. There were children and elderly in the neighborhood. He requested a time change for the noise to be stopped by 6-7 p.m.

Mayor Hodson would discuss it with the City Administrator.

Gracie Carter, Canby resident, spoke about loitering at the high school after business hours and trying to enter the school. There was a desperate need for a Youth Activity Center. She wanted to meet with community partners about the idea.

Mayor Hodson understood the need and mentioned the teen center at the Library.

Councilor Davis recommended Miss Carter come to the Parks and Recreation Committee meeting to present.

Greg Perez, Canby resident, said there had been an incident at the Saturday Market and he requested putting something in place prohibiting certain items at the Saturday Market and public events.

CONSENT AGENDA: **Council President Hensley moved to approve the minutes of the April 17, 2024, City Council Work Session and Regular Meeting, appointment of Burt DeGraw to the Budget Committee with a term ending June 30, 2024, appointment of Kim Wiegand to the Budget Committee with a term ending June 30, 2025, and appointment of Daro Powlison to the Budget Committee with a term ending June 30, 2025. Motion was seconded by Councilor Padden and passed 6-0.

ORDINANCES & RESOLUTIONS: Ordinance 1620 – Todd Wood, Transit, Fleet, and IT Director, and Heidi Muller, Transit Coordinator, gave a background on the contract with First Transit for dispatchers and drivers. The three-year contract would soon expire, but they were able to extend for three more years. There had been a significant increase in operating costs, but they did not think going out for a new RFP would result in any savings. They thought the budget could handle the increase. They discussed state and federal funding for transit, which was decreasing. The Canby business tax should be able to cover the increase. The first year increase was 18%, then it would be 4.5% for the second year and a 3.5% increase for the third year.

****Councilor Davis moved to approve Ordinance 1620, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE CONTRACT WITH FIRST TRANSIT INC. OF CHICAGO, IL, TO PROVIDE SERVICES FOR AN ADDITIONAL THREE YEARS to come up for second reading on May 15, 2024. Motion was seconded by Councilor Maldonado and passed 6-0 on first reading.**

Resolution 1403 – Jerry Nelzen, Public Works Director, Ronda Rozzell, Public Works Office Specialist, and Michael Nakano, Cemetery Sexton, gave a history of the cemetery and discussed the proposed changes. This included giving 48 hours notice of someone passing rather than 24 hours, adding more holidays, not planting around headstones or putting any glass vases that could be broken, coordination of burials, increase the recording fee, size of headstones, and clarifying the concrete for headstones.

****Councilor Padden moved to approve Resolution 1403, A RESOLUTION ESTABLISHING NEW RULES AND REGULATIONS FOR THE ZION MEMORIAL PARK CEMETERY AND REPEALING RESOLUTION 931. Motion seconded by Councilor Sasse and passed 6-0.**

Resolution 1404 – Jamie Stickel, Economic Development Director, said the supplemental budget would acknowledge the City received a \$200,000 Oregon Main Street Revitalization grant and had expended it within the same fiscal year. The money was for redevelopment of the old library building.

****Councilor Davis moved to approve Resolution 1404, A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE 2023-2024 FISCAL YEAR. Motion seconded by Councilor Maldonado and passed 6-0.**

OLD BUSINESS: City Attorney Recruitment – Eileen Stein, City Administrator, provided cost information for the total bill to date for the contract City Attorney broken down by month.

The Council discussed tracking the actual to projected budget per month for the attorney.

Technical Services Program Direction – Councilor Davis suggested moving this topic to a Work Session. Mayor Hodson thought the information should be presented first, and then if needed they could schedule a Work Session for more discussion.

Mr. Wood gave a background on IT services for the City, both in-house and contract, and recent RFP process. He then gave a baseline cost comparison between in-house and outsourced IT, baseline cost considerations, advantages and disadvantages of in-house and outsourced provider, and comparison with other cities.

There was discussion regarding the benefits of a service provider.

After discussion, the Council decided to outsource IT services, possibly with one person internally to coordinate. The RFP process had been done already, and staff would come back with an ordinance.

MAYOR'S BUSINESS: Mayor Hodson said C4 met tomorrow evening. He reiterated the activities regarding the time capsule and First Thursday.

COUNCILOR COMMENTS & LIAISON REPORTS:

Councilor Padden reported the Planning Commission reviewed the Housing Needs Analysis. There would be Comprehensive Plan meetings on June 4, which would be a Spanish speaking summit at Baker Prairie Middle School, an English version on June 20, and the advisory committee would meet on May 29. He gave a shoutout to the crew who helped spot weed and bark all the Vietnam Veteran Memorial. He was working with City staff on renaming the streets around Wait Park to memorialize Frank Cutsforth during the Cutsforth Cruise In. He had been

contacted by Waste Connection regarding their services and an upcoming rate increase. He thought their franchise agreement should be updated. He encouraged people not to paint crosswalks on the road. For safety concerns, he asked people to contact the Traffic Safety Commission and City instead.

Council President Hensley went to the School Board meeting in April. Ian Eilert, art teacher, was the recipient of the award given by Kiwanis. Canby had lost a longtime educator, Mike Zagya. The funeral mass was at 1:30 p.m. on Saturday, May 4, at St. Patrick's Church. There would also be a Celebration of Life on Saturday night, May 4, at 5 p.m. at the Canby High School Fine Arts Center. The family asked for donations of blood, platelets, volunteer time, or cash to the American Red Cross in lieu of flowers. She also attended Jeff Snyder's retirement.

Councilor Davis reported on the Parks and Recreation Advisory Board meeting where they discussed the fitness equipment at Legacy Park, completion of Community Park improvements, Dodds Farm project which was on time, and the Maple Street Park turfing project which would start on July 1. Cogeo was working on the athletic fields, and Patrick Samson would be reporting to staff on it soon. He thanked Waste Connections for the great job shredding last month. The Canby Fire Department selected Deputy Chief Matt Dale to become the new fire chief on December 15. He discussed donations for the Fourth of July fireworks. He also reminded everyone about the Prayer Breakfast at Cutforth's tomorrow. The 7 on 7 Tournament was coming back to Canby.

Councilor Stearns spent time with the Bridging Cultures Director. He discussed the timing of depositing transit tax checks.

Councilor Sasse thanked everyone who applied for the Budget Committee.

CITY ADMINISTRATOR'S BUSINESS: Eileen Stein, City Administrator, shared the ODOT presentation given last week was on the front page of the City's website. The Council would receive budget notebooks in about a week. An Executive Session would be needed soon regarding hotel development. Budget Meetings were on May 16, 23, and if needed, May 30.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved the consent agenda.
2. Approved Ordinance 1620 for a second reading on May 15, 2024.
3. Approved Resolution 1403.
4. Approved Resolution 1404.

Mayor Hodson adjourned the Regular Meeting at 9:39 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood

DRAFT

**CANBY CITY COUNCIL
WORK SESSION MINUTES
May 15, 2024**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Scott Sasse, James Davis, Traci Hensley, and Daniel Stearns. Jason Padden attended virtually.

COUNCIL ABSENT: Herman Maldonado

STAFF PRESENT: Eileen Stein, City Administrator; Maya Benham, Administrative Director/ City Recorder; Teresa Ridgley, Deputy City Recorder; Todd Wood, Transit/Fleet/IT Director, Jerry Nelzen, Public Works Director; Don Hardy, Planning Director; Monica Stone, Wastewater Treatment Plant Supervisor; Patrick Mahoney, Wastewater Treatment Plant Operator III; Mark Vogel, Wastewater Treatment Plant Operator I, and David Doughman, City Attorney (attended virtually).

CALL TO ORDER: Mayor Hodson called the Work Session to order at 6:07 p.m.

HOUSING PRODUCTION STRATEGY DISCUSSION: Don Hardy introduced Tim Wood, FCS Group; and three people attending virtually: Todd Chase, FCS Group; Steve Faust, 3J Consulting; and Kelley Reid, DLCD. Topics being covered were buildable land inventory, housing needs, Urban Growth Boundary (UGB) sufficiency analysis, housing efficiency measure, and housing production strategy.

Canby's UGB has 221 acres of buildable land. There are 65 acres in the construction pipeline. The majority of the buildable land inventory is part-vacant with existing structures, requiring subdivision. Even though home values increased since 2019 and recently have decreased a little since 2022, home values have increased around 8% over the last 5 years. Rental rates tend to increase with CPI. Affordability of housing is based on county income levels and household size. Median family incomes in Clackamas County increased to \$88,517.

ADJOURN: Mayor Hodson adjourned the Work Session at 7:00 p.m.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
May 15, 2024**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Scott Sasse, James Davis, Traci Hensley, and Daniel Stearns. Jason Padden attended virtually.

COUNCIL ABSENT: Herman Maldonado

STAFF PRESENT: Eileen Stein, City Administrator; Maya Benham, Administrative Director/ City Recorder; Teresa Ridgley, Deputy City Recorder; Todd Wood, Transit/Fleet/IT Director, Jerry Nelzen, Public Works Director; Don Hardy, Planning Director; Monica Stone, Wastewater Treatment Plant Supervisor; Patrick Mahoney, Wastewater Treatment Plant Operator III; and Mark Vogel, Wastewater Treatment Plant Operator I; and Scott Schlag, Finance Director.

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:06 p.m.

NEW EMPLOYEE INTRODUCTIONS: Monica Stone; Wastewater Treatment Plant Supervisor; introduced Patrick Mahoney, Wastewater Treatment Plant Operator III; and Mark Vogel, Wastewater Treatment Plant Operator I.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: Aimee Vidan mentioned Canby Pride requested the City of Canby declare June 2024 as Pride Month and heard no response until the night prior with a denial of their request. As a representative of Canby Pride, she read the proclamation individually and invited LGBTQ members and allies to join them at the annual Pride Celebration at Wait Park on Sunday, June 23, 2024, from noon to 4:00 p.m.

Kristi Smith, a Library Advisory Board Member and concerned citizen who has dedicated herself to make Canby a better place for all. She also serves on the Suicide Task Force and is the Founder and Board President of Canby Pride to provide resources, inclusivity, and acceptance as well as visibility of the LGBTQ community in Canby. She expressed challenges to secure City support for important initiatives to make Canby a safe community for all and declaring proclamations that would proactively being a welcoming community as stated on the Council's website to make Canby a Safe Community. Mayor Hodson responded he would meet with Kristi at another coffee session and would be in touch this week.

Audrey Barnett, a community member part of #dontmesswithoutkids, commended the Mayor on standing their post. She expressed her desire to be a watchman over her children and all children. She expressed the responsibility of all in the community to stand up and protect vulnerable children. She said silence is not safe, and it is important to protect children from adult sexual identification or preference.

Celesta Graves, a community member, gave her 3 minutes to Kristi Smith. Kristy Smith explained why proclamations recognizing those who are marginalized are vital to the community. She also mentioned leaders should be at the forefront elevating all members of their community, especially those who are marginalized. She asked if the Council does not wish to celebrate those, please state it. If the Council does wish to celebrate, then please reconsider issuing proclamations. She also mentioned acknowledging and recognizing by proclamation would be a significant step showing that Canby is an inclusive and welcoming place for everyone.

Dan Tewes, an old-time Canby resident now residing in Oregon City, asked the Council if they do month to recognize the LBGTQ community, will they give a month to General Canby, Veterans, Patriots, or Proud Boys.

Carlos Montes, a community member, spoke of his own experience growing up homeless and now owning a business with a good income and a family. He doesn't feel a proclamation should make them feel accepted, wanted, represented, and safe.

CONSENT AGENDA: **Council President Hensley moved to approve the City Council and Urban Renewal Agency Special Meeting Minutes of February 16, 2024, and March 13, 2024, April 17, 2024, and appointments to the Heritage and Landmark Commission of Member Hanna Ellison with a term ending June 30, 2026, and Member Ron leBlanc with a term ending June 30, 2025. Motion was seconded by Councilor Davis and passed 5-0.

ORDINANCES & RESOLUTIONS: Ordinance 1620 – An Ordinance Authorizing the City Administrator to Amend the Contract with First Transit, Inc. of Chicago, IL, to Provide Services for an additional three years.

****Councilor Davis moved to adopt Ordinance 1620, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE CONTRACT WITH FIRST TRANSIT INC. OF CHICAGO, IL, TO PROVIDE SERVICES FOR AN ADDITIONAL THREE YEARS. Motion was seconded by Councilor Sasse and passed 5-0 by roll call vote.**

Consider **Ordinance No. 1621:** An Ordinance Authorizing the City Administrator to enter into an Agreement with Heard Farms for Removal of Wastewater Sludge to a second reading on June 5, 2024. (*First Reading*)

Monica Stone, Wastewater Treatment Plant Supervisor shared that we have worked with Heard Farms for this service for the past 10 years. They take the sludge to their farm to further treat it and then turn it into beneficial reuse biosolids to be applied to grow hay and grass in the Roseburg area. Our current contract with Heard Farms expires June 30, 2024. We went out to quote and received two quotes. Heard Farms was the lowest bidder. Staff recommended using Heard Farms in this capacity and sign a one-year contract for these services. The price went up to \$105/ton from \$82/ton due to increases in fuel charges and wages.

****Council President Hensley moved to approve Ordinance 1621, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HEARD FARMS FOR REMOVAL OF WASTEWATER SLUDGE TO A SECOND READING ON JUNE 5, 2024. Motion was seconded by Councilor Davis and passed 5-0.**

Consider **Ordinance No. 1622:** An Ordinance Awarding the Construction Contract with Eagle-Elsner Inc, in the amount of \$1,120,120.00 for construction of the 2024 Street Maintenance & Urban Renewal Agency Improvements Project to a second reading on June 5, 2024.

Jerry Nelzen, Public Works Director, and Spencer Polack, Public Works Lead, came to answer questions. Director Nelzen responded that the project is for 2024 Street Maintenance with a portion to be reimbursed from the Urban Renewal Agency for its portion of the projects. The contract came in under budget. Spencer shared details of the Street Maintenance Projects. Director Nelzen mentioned the contract came in under budget and will allow them to work on other areas needing attention in addition to the contracted work.

****Councilor Davis moved to approve Ordinance No. 1622, AN ORDINANCE AWARDING THE CONSTRUCTION CONTRACT WITH EAGLE-ELSNER INC, IN THE AMOUNT OF \$1,120.120.00 FOR THE CONSTRUCTION OF THE 2024 STREET MAINTENANCE AND URBAN RENEWAL AGENCY IMPROVEMENTS PROJECT TO A SECOND READING ON JUNE 5, 2024. Motion was seconded by Council President Hensley and passed 5-0.**

Consider **Resolution No. 1405:** A Resolution Authorizing a Rate Increase and Establishing a New Rate Schedule for Garbage Collection by Canby Disposal within the City of Canby.

Director Jerry Nelzen along with Chris Wright, site manager for Canby Disposal, discussed the increase in Canby Disposal's rates. Mr. Wright mentioned issues brought up last year. One of those was winter weather issues affecting service, but communication with customers and the City improved. Another issue was phone lines were not being answered promptly. Since then, they've hired two full-time customer service representatives. Since 2022, they have a total of six customer services representatives, and current hold times are consistently under two minutes. One enhanced service they are offering is recycling batteries at the curb. The price of goods and services is common over the last few years as well as wages have increased (4-7%). Disposal costs are up 10-15% throughout the region. New trucks are 25% more than two years ago. Other refuse companies are increasing 10-12%, which is three times higher than Canby Disposal is requesting.

Council President Hensley asked about a log that was being kept prior to City Administrator Eileen Stein about the customer service with Canby Disposal. City Administrator Stein responded she isn't aware of any complaints received. She will check with staff. Director Nelzen responded complaints have gone to nothing at this time. City Administrator Stein mentioned having regular meetings with Canby Disposal has helped alleviate the issues experienced previously.

Councilor Sasse mentioned the service is getting better.

Councilor Davis mentioned there's been a huge improvement with their community involvement and customer service. He also mentioned their success with the shred day.

****Councilor Sasse moved to approve Resolution 1405, A RESOLUTION AUTHORIZING A RATE INCREASE AND ESTABLISHING ANEW RATE SCHEDULE FOR GARBAGE COLLECTION BY CANBY DISPOSAL WIHTIN THE CITY OF CANBY. Motion seconded by Councilor Davis and passed 5-0.**

Consider **Resolution No. 1406:** A Resolution of the City of Canby Adopting the Limitation of Liability for Certain Claims Arising from the Use of Trails or Structures within Public Easements and Unimproved Rights-of-Way Pursuant to ORS 105.668.

City Attorney David Doughman presented information regarding reinstituting recreational immunity. He mentioned that the court of appeals made a decision involving someone using a trail, not for recreation purposes, but to get from Point A to Point B. The court felt it was persuasive, and basically gutted the heart of recreational immunity. The Resolution is a product of the last update session and doesn't fully restore recreational immunity (in his opinion as well as local government option), but it does restore it with respect to trails, walkways, and

staircases. It requires the City to opt-in to that immunity. City Administrator Stein mentioned that cities with populations over 500,000 are exempt from this, but smaller cities require the adoption of a resolution.

Councilor Stearns asked what the limit of the liability is. Attorney Doughman responded state law says that if the public is allowed to come on to land to recreate without fees whether it is private landowners or cities, the property owner will not be liable for the injury.

****Councilor Sasse moved to approve Resolution 1406, A RESOLUTION OF THE CITY OF CANBY ADOPTING THE LIMITATION OF LIABILITY FOR CERTAIN CLAIMS ARISING FROM THE USE OF TRAILS OR STRUCTURES WITHIN PUBLIC EASEMENTS AND UNIMPROVED RIGHTS-OF-WAY PURSUANT TO ORS 105.668. Motion seconded by Councilor Davis and passed 5-0.**

OLD BUSINESS: City Attorney Recruitment – City Administrator Stein notified Council an RFP will be issued for an outside law firm. Councilor Davis and Council President Hensley mentioned not remembering a discussion about going to RFP. City Attorney Doughman stated the way the City rules are written, it requires an RFP. Councilor Davis stated he'd like to see the RFP before it goes out, how the proposals are going to be evaluated, and who evaluates those proposals.

MAYOR'S BUSINESS: There will be no Clackamas County Coordinating meetings in June because of the retreat, and the July meeting is cancelled due to Independence Day. At the Retreat will be a discussion about transportation. Looking ahead to the next legislative session with the position of Clackamas County and which issues which matter most. Saturday's discussion at the Retreat will be about housing. The City placed a time capsule in the arch on Grant Street two weeks ago. He thanked Canby Tourism, Canby Public Works, and the Heritage and Landmark Commission for making that happen. It's full of newspapers, a reorder report, menus from local restaurants, and other items. It will be opened in 50 years. He sits on a subcommittee on transportation on the Metro Mayor's Consortium Committee, which is looking ahead to legislative sessions in 2025 and 2026 regarding tolling since it's not off the table even though it's on hold. The Metro Mayors are looking at other options to take to the legislature. Any input from Council is welcomed. Some things being considered are a gas tax, charges based on vehicle miles traveled, increased registration on all vehicles, increasing registration on electric vehicles and hybrids only, and pressing the legislature on the budgeting process for projects. Many from Metro Mayors felt the kicker everyone received from the state could have been budgeted and better allocated toward highway and bridge projects. Another subcommittee in which he participates is housing. The Governor is establishing 36,000 new dwellings each year in the state. The housing subcommittee is determining what that looks like. For Canby, that would mean 144 plus dwellings a year.

COUNCILOR COMMENTS & LIAISON REPORTS:

Council President Hensley thanked the Mayor on being steadfast on the decision to keep a limited scope on proclamations and stated it does reflect the City's statement in 2019 that we value of all persons within the community. By not doing proclamations for one group over another is innately inclusivity. She thanked Bob Cambro for his service on the Traffic Safety Commission. That leaves an opening. Anyone interested should contact Maya Benham. She was at the Canby School District Front to watch Eccles Principal Kelley Roger receive the CARE

Award. Ava Vordermark, high school representative, gave a report about exciting things done by the students: The choir for their 5A State Championship for the second year in a row; the band placed third in their state finish; the lacrosse team defeated West Linn which is the first time in school history; and the baseball team is current second in state rankings. She congratulates all the students for their achievements. She mentioned the third grader trip from the school district who picnicked in the park and were bussed all through town to the Library, the Police Department, and Public Works brought every piece of equipment they could for the kids to climb on and honk horns. She attended a Zoom meeting with French Prairie Forum.

Councilor Padden attended the Time Capsule internment into the arch and the tree planting near the old City Hall, chatted with the ODOT people at the Library Fair, went to First Thursday, attended the Chamber Luncheon. He doesn't have any liaison reports. He mentioned the City has done proclamations for veterans and different groups, which puts them in the spotlight. He believes the purpose of a Proclamation is to call out a particular group or activity to put them in the spotlight.

Council President Hensley asked about the protocol for Council in answering emails addressed to the whole Council. Mayor Hodson clarified the protocol has been when questions are policy or procedural, it falls to the Mayor to do answer.

Councilor Davis attended the prayer breakfast at Cutsforth's and said the Mayor did a great job as keynote speaker, attended the funeral of Mike Zagya (who will be missed,), encouraged everyone to pray for the Zagya, attended the Time Capsule Event and First Thursday, reminded everyone the Budget Committee Meeting is tomorrow night. He inquired about the Maple Street Park status. He asked if the contract was signed so the construction can start on July 1. Jerry Nelzen responded that the City Attorney, David Doughman, has the contract. Attorney Doughman responded the contract is through a Cooperative Procurement, meaning the bid and procurement process has been done by another agency, and there has been difficult getting the documents from Inner Mountain Education Service District Group. He hopes to get the documents for signature next week. The thirty-day waiting period is done, and Attorney Doughman just wants to review the documents so City Administrator can sign them. Councilor Davis also mentioned the contract for the Dodds Farm design started today; Public Works did a great job getting the concrete ready to go at Legacy Park, and the contractor is waiting to get a few more certifications before the end of June. We should start seeing the exercise courts at Legacy Park. He mentioned the projects for this year's budget with Parks and Recreation included Dodds Farm, Maple Street Park improvements, and Wait Park Master Plan. A dog park was not addressed for the 24/25 budget. It is a priority, but the design of it will be around Walnut Street and doesn't make sense to put that money into next year's budget. That will be reaffirmed with the Parks and Rec Committee. He thanks Canby Disposal for their sponsorship for the fireworks. Fireworks are taken care of this year, and they are working on the down payment for next year. Chief Austin and Jamie Stickel, Economic Development Director, are working on a city grant to add to the fireworks. He mentioned he doesn't believe we are ready to move on the IT contract without a Work Session. His concern is a possible lack of knowledge in the process. He questioned if the Council has to approve to put a contract for IT out to RFP. City Attorney Doughman mentioned as the policy is now, Council does not need to provide direction to go to RFP. The Council's direction is embodied in the policy. Councilor Davis mentioned not knowing who evaluated the proposals and believes it is public record. He

asked for a Work Session before he feels comfortable making any decisions. Mayor Hodson stated Attorney Doughman clarified that the RFP was done according to procurement rules, so the IT contract will be presented at the next Council Meeting. Mayor Hodson will work with City Administrator Stein to get a Work Session to review the procurement process.

Councilor Stearns hasn't had time to attend liaison meetings.

Councilor Sasse attended the Heritage and Landmark Commission. There was a Reconnaissance Level Survey done with a grant through the state to help identify historic buildings in the City. The final report will be done June 28, 2024. They decided to change the meetings to every other month.

CITY ADMINISTRATOR'S BUSINESS: Eileen Stein, City Administrator, mentioned there are still vacancies on advisory boards and committees. She asked to hold open June 12, 2024, for a third meeting for the adoption of the budget. She attended a Kiwanis meeting regarding what's going on in the city and specific needs of children and the community. There was a meeting on Cogeo with a status report. She sent the Council an invitation to a Public Contracting 201 Workshop being held by Beery Elsner on May 29, 2024. City Administrator Stein and some of the Directors are going to attend. It will discuss procurement policies. There's a Bridging Cultures Luncheon on Saturday at 11:30. She held a budget committee training last night and provided a copy of the PowerPoint provided in that training. Mayor Hodson asked about a timeline for ADA ramps that will need to be done downtown. Spencer Polack responded they do them whenever there is new asphalt being replaced. Director Nelzen said the last ones to be finished are First Street and Second Street all the way down to Elm Street. Mayor Hodson mentioned we have interest from a hotel group and asked City Administrator Stein if we are close to having an executive conversation. City Administrator Stein responded it could be in June.

CITIZEN INPUT: Linda Tate spoke apologized about the disturbance in Council Chambers and expressed her concern about safety of the LGBTQ community who came to the meeting tonight.

ACTION REVIEW:

1. Approved the consent agenda.
2. Adopted Ordinance 1620
3. Approved Ordinance 1621 to a second reading on June 5, 2024.
4. Approved Ordinance 1622 to a second reading on June 5, 2024.
5. Approved Resolution 1405.
6. Approved Resolution 1406.
7. Approved staff to move forward with an RFP for the City Attorney contract.

Mayor Hodson adjourned the Regular Meeting at 9:19pm.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood

DRAFT



CITY COUNCIL Staff Report

Meeting Date: 6/5/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Monica Stone, Wastewater Treatment Plant Supervisor
Agenda: Consider Ordinance No. 1621: An Ordinance authorizing the City Administrator to execute a contract with Heard Farms, for sludge removal at the City of Canby Wastewater Plant. *(Second Reading)*

Summary

Consider Ordinance No. 1621: An Ordinance authorizing the City Administrator to execute a contract with Heard Farms, for sludge removal at the City of Canby Wastewater Treatment Plant (WWTP) for \$105/ton.

Background

For the past 10 years, the City of Canby has contracted with Heard Farms to transport, treat and beneficially reuse the sludge produced at the WWTP. The current contract with Heard Farms will expire on June 30, 2024.

Attachments

Ordinance No. 1621

Fiscal Impact

The adopted FY 23/24 budget allocates \$180,000 for sludge disposal. This is an annual operations and maintenance expense associated with operating the WWTP. The proposed City of Canby FY 24/25 budget is \$220,000 for sludge disposal. The increase in the budget is due to increased wages and fuel costs.

Options

Approve Ordinance No. 1621
Take no action at this time.

Proposed Motion

"I move to adopt Ordinance No. 1621. An Ordinance authorizing the City Administrator to execute a contract with Heard Farms, for sludge disposal at \$105/ton."

ORDINANCE NO. 1621

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH HEARD FARMS IN THE AMOUNT OF \$105/TON FOR SLUDGE DISPOSAL.

WHEREAS, the City of Canby requires the transportation and disposal of partially treated sewage sludge as part of its' wastewater treatment process;

WHEREAS, the Canby City Council is the local contract review board in accordance with Oregon Revised Statute (ORS) 279.075 and is vested with procurement authority under ORS 279A.050;

WHEREAS, the City of Canby proposed FY 24/25 budget allocates \$220,000 for sludge disposal,

WHEREAS, Heard Farms was selected as the qualified Contractor; and

WHEREAS, the Canby City Council has reviewed the contract price of \$105/ton and believes this to be in the best interest of the City to execute a contract with Heard Farms.

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

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into an agreement with Heard Farms in the amount of \$105/ton.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 15, 2024, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, June 5, 2024, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of June, 2024, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



CITY COUNCIL Staff Report

Meeting Date: 6/5/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jeremy S. Thomas, CURRAN-MCLEOD, Inc
Agenda Item: Consider Ordinance No. 1622: An Ordinance Awarding the Construction Contract with Eagle-Elsner Inc., in the amount of \$1,120,120.00 for Construction of the 2024 Street Maintenance and Urban Renewal Agency Improvements Project.
(*Second Reading*)

Summary

On April 23, 2024, the City of Canby received four bids for the 2024 Street Maintenance & URA Improvements Project. This staff report is to recommend the URA concur in the City's award of the approval for the construction contract to Eagle-Elsner Inc, in the amount of \$1,120,120.00.

Background

In January, the City of Canby authorized CURRAN-McLEOD to prepare plans and specifications for the annual street maintenance program and URA funded alleyway improvements project. This project is part of the Street Maintenance Program funded through the street maintenance fee, as well as URA funding. URA funding is only allocated to Schedule C, for alleyway improvements. The intent of the alleyway improvements is to fix storm drainage on various alleyways, as well as retrofit existing driveways to meet ADA standards.

Schedules A & B are funded by the City of Canby through the street maintenance fund. The street maintenance portion of the project is a continuation of the annual street maintenance program based on the Pavement Condition Index survey.

The four bids received for the 2024 Street Maintenance & URA Alleyway Improvements project are listed below:

1.	Eagle-Elsner, Inc.	\$1,120,120.00
2.	KNL Industries	\$1,158,320.00
3.	S-2 Contractors, Inc.	\$1,337,350.00
4.	North Santiam Paving	\$1,405,275.00

Eagle-Elsner's bid was deemed to be responsive and responsible. There are no concerns listed on the Oregon Construction Contractors Board (CCB) records for this company, therefore, CURRAN-McLEOD recommends the contract be awarded to Eagle-Elsner.

Attachments

Ordinance 1622

Bid Tabulation and Contract for Construction

Fiscal Impact

This project is being funded using \$748,385.00 from the City of Canby FY 24-25 annual street maintenance fee, and \$371,735.00 from the FY 24-25 URA funds.

Recommendation

Staff recommends the Commission approve Ordinance 1622 awarding the construction contract with Eagle-Elsner Inc, in the amount of \$1,120,120.00 for construction of the 2024 Street Maintenance & URA Improvements Project.

Proposed Motion

"I move to adopt **Ordinance 1622**: An Ordinance awarding the construction contract with Eagle-Elsner Inc, in the amount of \$1,120,120.00 for construction of the 2024 Street Maintenance & URA Improvements Project."

ORDINANCE NO. 1622

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE- ELSNER, INC. IN THE AMOUNT OF \$1,120,120.00 FOR CONSTRUCTION OF THE 2024 STREET MAINTENANCE & URA ALLEYWAY IMPROVEMENTS PROJECT.

WHEREAS, the City of Canby has heretofore advertised and received four (4) bids for the 2024 Street Maintenance & URA Alleyway Improvements;

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on April 3, 2024;

WHEREAS, bids were received and opened on April 23, 2024, at 2:00 pm at City Hall and the bids were read aloud;

WHEREAS, the bidders are as listed below and a detailed tabulation of all items is attached herein and summarized as follows:

The summary of cost for each of the four (4) bidders is listed below:

1.	Eagle-Elsner, Inc.	\$1,120,120.00
2.	KNL Industries	\$1,158,320.00
3.	S-2 Contractors, Inc.	\$1,337,350.00
4.	North Santiam Paving	\$1,405,275.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 15, 2024, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

WHEREAS, the Canby City Council determined that the low responsive bid was that of Eagle-Elsner, Inc.

NOW THEREFORE; THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. Subject to the URA approving a Resolution to reimburse the City of Canby for the 371,735.00 URA Alley Way Improvements listed in Schedule C, the City Administrator is 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-Elsner, Inc. of Sherwood, Oregon for the 2024 Street Maintenance & URA Alleyway Improvements in the amount of \$1,120,120.00. A copy of the contract with Eagle-Elsner, Inc. is attached hereto and incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 15, 2024; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, June 5, 2024, after the hour of 7:00 pm at the Council Meeting Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of June, 2024, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

April 23, 2024

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

City of Canby
222 NE 2nd Avenue
Canby, OR 97013
Attn: Ms. Eileen Stein, City Administrator

**RE: CITY OF CANBY
2024 CANBY STREET MAINTENANCE & URA ALLEYWAY IMPROVEMENT
BID TABULATION & RECOMMENDATION OF AWARD**

Mr. Mayor and City Council Members:

On Tuesday, April 23rd, 2024, the City of Canby received four (4) bids for the 2024 Street Maintenance & URA Alleyway Improvements Project. A summary of the bids is shown on the attached tabulation, with the low bid received from **Eagle-Elsner, Inc.**

The summary of cost from each of the four (4) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$1,120,120.00
2.	KNL Industries	\$1,158,320.00
3.	S-2 Contractors, Inc.	\$1,337,350.00
4.	North Santiam Paving	\$1,405,275.00

BID REVIEW

Each bid was reviewed for compliance with the bidding requirements listed in the contract documents. All bids were reviewed for mathematical entries, acknowledgement of addenda, bonding information, first tier subcontractor disclosure information and execution of the bid. All bidders are deemed responsive and responsible.

The low bidder, **Eagle-Elsner, Inc.**, has a good record with the Construction Contractors Board, is prequalified with the Oregon Department of Transportation, is a local contractor and has fulfilled numerous contracts with the City in the past with no issue.

SUMMARY & RECOMMENDATION

After review of all bids received, we recommend the City of Canby award the 2024 Street Maintenance & URA Alleyway Improvements project to the low responsive bidder, **Eagle-Elsner, Inc.** in the amount of One Million One Hundred Twenty Thousand One Hundred Twenty and 00/100 Dollars (\$1,120,120.00).

We have enclosed a staff report, an ordinance, a bid tabulation, and a contract for construction for the City to proceed with award of the contract. In anticipation of awarding the contract, we have issued the Notice of Intent to Award on April 24, 2024, to all bidders.

Very truly yours,

CURRAN-McLEOD, INC.



Jeremy S. Thomas, P.E.

Enclosures: Staff Report
 Ordinance
 Bid Tabulation
 Contract for Construction

				1	2	3	4
BID TABULATION - ALL SCHEDULES				Eagle-Elsner	KNL Industries	S-2 Contractors	N. Santiam Paving
Basic Bid Items:				Units	Unit / Total	Unit / Total	Unit / Total
Schedule A - Street Overlay							
A.1	Mobilization, Including Bonding, Insurance & Miscellaneous Costs Not Identified as a Bid Item	1	LS	\$ 35,000.00	\$ 40,000.00	\$ 41,500.00	\$ 79,000.00
				\$ 35,000.00	\$ 40,000.00	\$ 41,500.00	\$ 79,000.00
A.2	Traffic Control & Temporary Erosion Control Measures	1	LS	\$ 36,000.00	\$ 40,000.00	\$ 50,000.00	\$ 53,500.00
				\$ 36,000.00	\$ 40,000.00	\$ 50,000.00	\$ 53,500.00
A.3	Site Restoration	1	LS	\$ 7,000.00	\$ 1,000.00	\$ 10,000.00	\$ 8,500.00
				\$ 7,000.00	\$ 1,000.00	\$ 10,000.00	\$ 8,500.00
A.4	Grind Existing Pavement, (6' wide panel along the curb, 0" to 2" depth)	10,100	LF	\$ 2.70	\$ 3.00	\$ 2.30	\$ 4.25
				\$ 27,270.00	\$ 30,300.00	\$ 23,230.00	\$ 42,925.00
A.5	Full Depth Reconstruction of Failed Roadway Sections, Includes Saw Cut, 16" Common Excavation, 12" of Base Rock & 4" of ACP in two lifts	220	SY	\$ 108.00	\$ 100.00	\$ 210.00	\$ 165.00
				\$ 23,760.00	\$ 22,000.00	\$ 46,200.00	\$ 36,300.00
A.6	1/2" Dense Mix ACP Overlay with PG 58-28 Binder, 2" Thick Single Lift	2,550	Tons	\$ 100.00	\$ 99.00	\$ 110.00	\$ 117.50
				\$ 255,000.00	\$ 252,450.00	\$ 280,500.00	\$ 299,625.00
A.7	1/2" Dense Mix ACP Pre-Level with PG 58-28 Binder	400	Tons	\$ 110.00	\$ 105.00	\$ 150.00	\$ 118.00
				\$ 44,000.00	\$ 42,000.00	\$ 60,000.00	\$ 47,200.00
A.8	4" Wide White or Yellow Thermoplastic Stripe	5,700	LF	\$ 1.65	\$ 2.00	\$ 2.30	\$ 1.60
				\$ 9,405.00	\$ 11,400.00	\$ 13,110.00	\$ 9,120.00
A.9	12" Wide White Stop Bars or 24" Wide White Thermoplastic Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk	590	SF	\$ 12.00	\$ 13.00	\$ 19.00	\$ 12.00
				\$ 7,080.00	\$ 7,670.00	\$ 11,210.00	\$ 7,080.00
A.10	Bike Stencils, Left Turn Arrows, Straight & Right Turn Arrows	8	Ea.	\$ 430.00	\$ 450.00	\$ 550.00	\$ 410.00
				\$ 3,440.00	\$ 3,600.00	\$ 4,400.00	\$ 3,280.00
A.11	ADA Truncated Warning Dome	22	Ea.	\$ 625.00	\$ 1,000.00	\$ 800.00	\$ 650.00
				\$ 13,750.00	\$ 22,000.00	\$ 17,600.00	\$ 14,300.00
A.12	4" Concrete Sidewalk	435	SY	\$ 215.00	\$ 165.00	\$ 160.00	\$ 250.00
				\$ 93,525.00	\$ 71,775.00	\$ 69,600.00	\$ 108,750.00
A.13	Concrete 'C' Curb, or Short Curb	880	LF	\$ 50.00	\$ 50.00	\$ 60.00	\$ 69.00
				\$ 44,000.00	\$ 44,000.00	\$ 52,800.00	\$ 60,720.00
A.14	Sawcut for Sidewalks	1,000	LF	\$ 4.50	\$ 3.00	\$ 3.00	\$ 2.50
				\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00
A.15	Minor Manhole Grade Adjustment Ring	37	Ea.	\$ 215.00	\$ 600.00	\$ 400.00	\$ 530.00
				\$ 7,955.00	\$ 22,200.00	\$ 14,800.00	\$ 19,610.00
A.16	Reinstall Sign in Sidewalk with new V-Loc Base	9	Ea.	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 725.00
				\$ 2,700.00	\$ 9,000.00	\$ 9,000.00	\$ 6,525.00
Subtotal				\$ 614,385.00	\$ 622,395.00	\$ 706,950.00	\$ 798,935.00
Basic Bid Items:				Units	Unit / Total	Unit / Total	Unit / Total
Schedule B - Slurry Seal Treatment							
B.1	Mobilization, Including Bonding, Insurance & Miscellaneous Costs Not Identified as a Bid Item	1	LS	\$ 20,000.00	\$ 10,000.00	\$ 8,000.00	\$ 12,000.00
				\$ 20,000.00	\$ 10,000.00	\$ 8,000.00	\$ 12,000.00
B.2	Traffic Control Measures, Including Public Outreach/Notification	1	LS	\$ 6,000.00	\$ 15,000.00	\$ 2,000.00	\$ 9,250.00
				\$ 6,000.00	\$ 15,000.00	\$ 2,000.00	\$ 9,250.00
B.3	Turn Arrow Stencils	3	Ea.	\$ 500.00	\$ 550.00	\$ 800.00	\$ 480.00
				\$ 1,500.00	\$ 1,650.00	\$ 2,400.00	\$ 1,440.00
B.4	4" Wide White or Yellow Thermoplastic Striping	1,000	LF	\$ 2.30	\$ 3.00	\$ 5.00	\$ 2.15
				\$ 2,300.00	\$ 3,000.00	\$ 5,000.00	\$ 2,150.00
B.5	Crack Seal Treatment	5,500	LF	\$ 2.50	\$ 2.00	\$ 9.50	\$ 3.25
				\$ 13,750.00	\$ 11,000.00	\$ 52,250.00	\$ 17,875.00
B.6	Type II Slurry Seal Treatment	20,100	SY	\$ 4.50	\$ 7.25	\$ 8.00	\$ 4.00
				\$ 90,450.00	\$ 145,725.00	\$ 160,800.00	\$ 80,400.00
Subtotal				\$ 134,000.00	\$ 186,375.00	\$ 230,450.00	\$ 123,115.00
Basic Bid Items:				Units	Unit / Total	Unit / Total	Unit / Total
Schedule C - Alleyway Improvements							
C.1	Mobilization, Including Bonding, Insurance & Miscellaneous Costs Not Identified as a Bid Item	1	LS	\$ 17,965.00	\$ 25,000.00	\$ 28,000.00	\$ 48,000.00
				\$ 17,965.00	\$ 25,000.00	\$ 28,000.00	\$ 48,000.00
C.2	Traffic Control & Temporary Erosion Control Measures	1	LS	\$ 8,000.00	\$ 30,000.00	\$ 10,000.00	\$ 34,000.00
				\$ 8,000.00	\$ 30,000.00	\$ 10,000.00	\$ 34,000.00
C.3	Site Restoration	1	LS	\$ 4,570.00	\$ 2,500.00	\$ 2,000.00	\$ 1,500.00
				\$ 4,570.00	\$ 2,500.00	\$ 2,000.00	\$ 1,500.00
C.4	Common Excavation, Estimated 16" Depth	2,050	CY	\$ 40.00	\$ 25.00	\$ 42.00	\$ 51.50
				\$ 82,000.00	\$ 51,250.00	\$ 86,100.00	\$ 105,575.00
C.5	Sawcut for Driveways and Storm	600	LF	\$ 3.00	\$ 3.00	\$ 4.00	\$ 2.75
				\$ 1,800.00	\$ 1,800.00	\$ 2,400.00	\$ 1,650.00
C.6	8" of 1" Minus Base Rock	4,750	SY	\$ 19.00	\$ 13.00	\$ 21.00	\$ 20.00
				\$ 90,250.00	\$ 61,750.00	\$ 99,750.00	\$ 95,000.00
C.7	1/2" Dense Mix ACP Overlay with PG 58-28 Binder, 3" Thick Single Lift	750	Tons	\$ 118.00	\$ 110.00	\$ 110.00	\$ 135.00
				\$ 88,500.00	\$ 82,500.00	\$ 82,500.00	\$ 101,250.00
C.8	10" HDPE Pipe Storm Line	250	LF	\$ 105.00	\$ 150.00	\$ 120.00	\$ 95.00
				\$ 26,250.00	\$ 37,500.00	\$ 30,000.00	\$ 23,750.00
C.9	Core Existing Catch Basin & Connect New Storm	1	Ea.	\$ 500.00	\$ 5,000.00	\$ 1,000.00	\$ 1,750.00
				\$ 500.00	\$ 5,000.00	\$ 1,000.00	\$ 1,750.00
C.10	ODOT G-2 Catch Basin	3	Ea.	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,750.00
				\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,250.00
C.11	6" Concrete for Residential Driveway	250	SY	\$ 150.00	\$ 125.00	\$ 160.00	\$ 202.00
				\$ 37,500.00	\$ 31,250.00	\$ 40,000.00	\$ 50,500.00
C.12	Minor Catch Basin/Manhole Grade Adjustment	4	Ea.	\$ 600.00	\$ 1,500.00	\$ 800.00	\$ 1,500.00
				\$ 2,400.00	\$ 6,000.00	\$ 3,200.00	\$ 6,000.00
Subtotal				\$ 371,735.00	\$ 349,550.00	\$ 399,950.00	\$ 483,225.00

TOTAL BASIC BID - SCHEDULES A & B \$ 748,385.00 \$ 808,770.00 \$ 937,400.00 \$ 922,050.00

TOTAL BASIC BID - SCHEDULE C \$ 371,735.00 \$ 349,550.00 \$ 399,950.00 \$ 483,225.00

TOTAL BASIC BID - ALL SCHEDULES \$ 1,120,120.00 \$ 1,158,320.00 \$ 1,337,350.00 \$ 1,405,275.00

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2024 by and between

City of Canby
(hereinafter called OWNER) and

Eagle-Elsner, Inc.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

City of Canby 2024 STREET MAINTENANCE & URA ALLEYWAY IMPROVEMENT PROJECT

The City reserves the right to adjust the basic bid quantities if the submitted low responsive bid exceeds the available budget. All adjusted quantities will be paid based on the bid unit prices.

The scope of work generally consists of milling approximately 10,000 lf along existing curbs and placing approximately 3,650 tons of ACP overlays; reconstruction of 22 ADA ramps; applying approximately 20,600 SY of type II slurry seal with crack seal repairs; new stripping; and improvements to approximately 2,900 lf of existing alleys, including ACP surfacing and storm drainage improvements where required.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within **75** calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling:

One Million One Hundred Twenty Thousand One Hundred Twenty & 0/100 Dollars

(\$1,120,120.00) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.

- 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:
- (a) 95 % of the Work completed; and
 - (b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01 of the General Conditions.
- 5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 CONTRACTOR has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the

Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

8.1 This Agreement

8.2 Exhibits to this Agreement.

8.3 Performance and other Bonds

8.4 Notice of Award.

8.5 General Conditions of the Construction Contract

8.6 Supplementary Conditions

8.7 Technical Specifications as listed in the Table of Contents.

8.8 Drawings & Specifications bearing the following general title:

City of Canby
2024 Street Maintenance
& URA Alley Improvement Project

8.9 Addenda numbers 0 thorough 0.

8.10 CONTRACTOR'S Bid

8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended, or repealed by a Modification (as defined in Article 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on _____, 2024.

OWNER:

**City of Canby
P.O. Box 930
Canby, OR 97013**

CONTRACTOR:

By:_____

By:_____

Name/Title:_____

Name/Title:_____

Name/Title:_____

Attest:_____

Address for giving notices:

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CITY COUNCIL Staff Report

Meeting Date: 6/5/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd M. Wood, Transit/Fleet/IT
Agenda Item: Consider Ordinance 1623: An Ordinance Authorizing the City Administrator to Enter into a Contract with Polar Systems, Inc., of West Linn, OR, to Provide Managed IT Services for the City of Canby (*First Reading*)

Summary

This report summarizes the process used and selection of an IT service provider for the City of Canby.

Background

Prior to 2021, the IT needs of the City were provided partially by a managed service provider (MSP) along with one internal employee for the City of Canby. After reviewing the City's needs, and current structure, the administration at the time determined that the IT needs of the City would be better served by an internal IT department. The MSP contract was terminated, equipment was purchased, one position was eliminated, and two new positions were created: a Network Administrator and a Help Desk Technician.

In 2023, both IT staff members left citing instability in the program, and a temporary staffing agency was brought in to cover IT services; meanwhile city administration changed. In 2024, a Request for Proposals (RFP) was issued to determine the current cost of a MSP. This effort was done to be able to arrive at a true "apples to apples" comparison of the cost of an internal IT department versus a MSP, as had been promised during the 2023 Budget Committee meetings. The RFP resulted in four responses. The responses were reviewed by three independent IT professionals who scored them based on the criteria listed in the RFP. The scores were tallied, averaged, and discussed. The cost comparisons between an internal IT department versus the costs of a MSP were then placed before the City Council which decided, by straw poll, to direct staff to obtain a MSP to provide IT services for the City.

Discussion

The four respondents to the RFP included: Alfatek, Kintechnology, Polar Systems Inc., and Radcomp Technologies. Polar Systems received the highest score and was unanimously determined by the committee to be the respondent who was the most able, experienced, and the best value proposer.

Polar Systems will provide services including maintenance of servers, maintenance of desktops, cyber security, troubleshooting, work ticket resolution, IT inventory management, IT system backups, offsite server replication, network management, as well as security awareness training for staff. The contract contains a 30-day termination clause, but also calls for a period of three years with an option to extend for up to an additional three years. Together, these provisions will provide stability for City staff, and flexibility in being able to determine whether Polar System is meeting the needs of the City.

In order to further support the City, a project coordinator is proposed in the FY 24-25 budget to help manage the Polar contract, as well as the phone system contract, the cell services contract, access control for the city, hardware inventory, hardware purchases (such as cell phones) and other items that are not normally covered by a MSP but are part of a fully functioning IT department.

Attachments

Ordinance No. 1623

Polar Systems PSA

Polar Systems Proposal

Financial Impact

The service cost will be approximately \$296,000 per year for a period of three years with additional billable hours for services outside the contract (see attachment for rate).

Recommendation

Staff recommends the City Council to authorize the City Administrator to enter into a contract with Polar System Inc. to provide managed IT services for the City of Canby for a period of three years with the option to extend beyond three years at the end of the first three-year period.

Proposed Motion:

"I move to approve **Ordinance No. 1623**: An Ordinance authorizing the City Administrator to execute a contract with Polar Systems, Inc., of West Linn, OR, to provide Managed IT Services for the City of Canby to a second reading on June 19, 2024."

ORDINANCE NO. 1623

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH POLAR SYSTEMS, INC OF WEST LINN, OR, TO PROVIDE MANAGED IT SERVICES FOR THE CITY OF CANBY.

WHEREAS, the City of Canby issued a Request for Proposals (RFP) for a managed service provider to provide IT services;

WHEREAS, the City received four responses to the RFP;

WHEREAS, a three-member selection committee, consisting of three IT professionals, reviewed and scored the four submissions in accordance with evaluation criteria detailed in the RFP; and

WHEREAS, Polar Systems inc. received the highest score and was identified unanimously by the selection committee as the most able, experienced and best value proposer.

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

The City Administrator is 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 Polar Systems, inc. of West Linn, OR. A copy of said contract 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, June 5, 2024, 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, June 19, 2024 commencing at the hour of 7:00PM in the City Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of June, 2024, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Polar Systems, Inc (Contractor). The effective date of this Agreement is July 22, 2024 ("Effective Date").

- 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 the 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 the submitted proposal, attached hereto and incorporated by reference. Terms and conditions in this Agreement will take precedence over any conflicting term or condition in an exhibit to this Agreement, including Exhibit A.
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 the 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 and rate sheet attached hereto.
 - 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 IT Director. 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.
 - D. Contractor expressly acknowledges that as an independent contractor, Contractor is not entitled to indemnification by City or the provision of a defense by City under the terms of ORS 30.285.
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 will run from the Effective Date until terminated in accordance with Section 7(B) or June 30, 2027. If the term ends on a specific date, the Agreement will terminate at 5pm on that date.
 - B. 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 delivery 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 and Compliance with Laws. 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.

By entering into this agreement, the Contractor represents and warrants that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

Without limiting its obligation to comply with all applicable laws, Contractor will comply with the following laws, which the State of Oregon requires to be expressly incorporated into this Agreement: ORS 279B.220; ORS 279B.230; and ORS 279B.235.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
- A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
 - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
 - C. An umbrella or excess liability policy may be used to meet the above required limits of insurance, so long as the coverage in the umbrella or excess liability policy is concurrent with and at least as broad as the coverages required in Section 9.A and 9.B above.

- D. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
- E. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, expense or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement, and Contractor shall indemnify, defend and hold the City of Canby harmless from and against such damages, injuries, losses, expenses or costs.

- 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, electronically, faxed, 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. Applicable Law and Venue. The laws of the State of Oregon govern this Agreement, without regard to conflict of laws principles. Any dispute arising out of or related to this Agreement between the parties will be resolved in the Circuit Court of the State of Oregon, Clackamas County. The parties agree to the personal jurisdiction of Clackamas County Circuit Court.
- 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. Records. Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed. In addition, Contractor shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.
17. Third-Party Beneficiaries. The only parties to this Agreement are the City of Canby and the Contractor. No third parties are intended to benefit from this Agreement, by implication or otherwise.
18. No Waiver. A waiver of any provision of this Agreement will only be effective if it is made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

CITY: Eileen Stein, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: Tim Tragesser
Polar Systems, INC
West Linn, OR 97068

Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov

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:

Subcontractors will be used ____Yes ____No (If yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

David Doughman, Interim City Attorney

8/4/23

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

[illegible]

The City hereby approves the above listed subcontractors.

City of Canby

Date _____

Todd Wood
Canby Area Transit/City of Canby
195 South Hazel Dell Way
Canby, Oregon 97013

March 5th, 2024

Dear Todd,

Thank you for considering Polar Systems for the City of Canby's Request for Proposal regarding Managed IT and Support Services. We are excited for the opportunity to work with you, and we hope that you will find Polar Systems to be an excellent partner in the services you are requiring.

As a family-owned and locally-run company, we strive to recognize the unique needs of every single client and provide a solution tailored to each individual organization. Our goal is to exceed our clients' expectations through unparalleled customer service and support, proactive communication, best-in-class innovative solutions, and a long-term commitment to mutually beneficial partnerships.

We have been in business for over 40 years and have been able to use our best practices across diverse industries to bring the right solutions to each organization. ***We are now the only Managed Services Provider in Oregon carrying the CompTIA Security Trustmark+.***

Polar Systems serves clients in many different vertical markets, and this gives us the advantage of seeing issues across many different IT environments. Our work with small, medium, and large environments spans across many industries, including clients in the public sector.

A few other details about Polar Systems:

Polar Systems at a Glance:

- 200+ organizations supported
- 3,000+ users supported
- 2500+ managed desktops
- 500+ managed servers and devices
- 30+ employees
- Portland- and Vancouver-based engineers
- High-Level Project Management Team
- West Linn, Oregon-based Network Operations Center

Attached to this letter is our formal submission to the Request for Proposal. Please let myself or any of our staff know if you have questions. We are excited to be a part of the process, and we look forward to a long partnership with the City of Canby. This quote is valid for 90 days, and the amounts were totaled from the equipment count you provided. Any significant changes could change the monthly pricing in the quote.

Thanks.



Tim Tragesser

Polar Systems, Inc | President
21890 Willamette Drive
West Linn, Oregon 97068
www.polarsystems.com
E-mail: ttragesser@polarsystems.com

Polar Systems, Inc.

21890 Willamette Drive
West Linn, OR 97068
(503) 775-4410
www.polarsystems.com



We have prepared a quote for you

PolarStar Proposal - City of Canby (Full Management)

QUOTE # 004486 V1

PREPARED FOR

City of Canby

PREPARED BY

Cory Mitchell

Thank You For Your Interest In Polar Systems!

We are pleased to share this proposal with you. Our goal is to do our best to understand the challenges you face and tailor our recommendations to your specific needs. We believe our combination of people, process, tools and experience set us apart from other IT providers. Below are some key differentiators:

- Experience and longevity - established in 1981
- Locally owned with 100% local staff - *we do not outsource our support functions*
- Goal-based IT focusing on IT best practices and standardization
- Highly certified and qualified - 20+ certified technicians on staff
- Focus on security - The only MSP in Oregon to achieve the CompTia Security Trustmark+ certification. Our internal security practices align with the NIST Cyber Security Framework.
- Roughly 350 servers and over 3000 endpoints currently under management

What Clients Are Saying About Polar Systems

Check out what our clients are saying about us. Some examples of recent unedited feedback from our client survey forms are below.

- I do not have suggestions to improve. I just wanted to say how much of a help Ben was through the whole ordeal. I would not have gotten it solved without his help and dedication to the project!! – Aubrey – 2/6/2023
- Excellent customer service – Don is always more than helpful and very friendly. I appreciate the great customer service! – Rachelle – 1/25/2023
- I really enjoy working with Anthony. He always goes above and beyond, and has become a great friend at this point! Thank you – Jessica – 1/19/2023
- Hi All, This one was a real conundrum and Lane stuck with it until resolved. Many kudos! And as usual, Jason is a rock star! Thanks and Happy New Year to all! – Cheryl – 1/12/2023
- You guys are doing great! Great communication and quick response Thank you! – Jose – 12/12/2022
- No suggestions, Tyler more than stuck with it despite little information and resolved something I've been working on for months now. Extremely helpful right near crunch time. – Robert – 11/7/2022
- Your team of employee's are always very helpful and friendly. they get my issues fixed very fast and are fast at a response when I ask for help. thank you, it is appreciated the great customer service you have. – Patti – 9/2/2022

Check out the much longer list at <https://www.polarsystems.com/why-polar/>.

PolarStar Managed IT Services Methodology

PolarStar is our holistic approach to IT management designed to address three core IT support tiers and deliver them by way of multiple specialized job functions.

- **Strategy:** Focus on matching technology to meet the needs of the organization and work to align our clients with industry "best practices"
- **Proactive Maintenance:** Regular maintenance and system updates combined with proactive oversight of systems to prevent problems from occurring
- **Reactive Support:** Address ad hoc issues as they come up as quickly and efficiently as possible

The Goal is to provide both strategic oversight and guidance along with tactical day-to-day assistance with your technology stack. Our experience in providing support to a variety of businesses enables us to keep your systems available and secure for a predictable fixed monthly cost. With PolarStar Managed IT Services you are backed up by a team of experienced IT professionals across all specialized support areas.

Goal-based IT: A Winning Strategy

This proven process drives results! Our delivery model gives Polar Systems unique insight into each client we manage. Here's how it works:

- We invest in the relationship at the beginning to get to know you, your team, your systems and your business
- We identify and help protect and secure your critical IT assets
- We work to prevent issues using proactive management and maintenance techniques
- Our vCIO's collaborate with your management team to develop a sound IT strategy and an IT roadmap
- We put each client on a path of continuous improvement
- The ultimate goal is to keep you productive, efficient, and profitable

Let Us Get Started Today!

(503) 775-4410
cmitchell@polarsystems.com
www.polarsystems.com

CompTIA

SECURITY TRUSTMARK+



About CompTIA

CompTIA is the voice of the world's information technology (IT) industry. As a non-profit trade association advancing the global interests of IT professionals and companies, we focus our programs on four main areas: education, certification, advocacy and philanthropy.

About Polar Systems, Inc.

Polar Systems, Inc., founded in 1981, has built a reputation as being one of the premier IT consulting & Managed Service Providers in the Pacific Northwest.

PolarStar™ Managed Services is a comprehensive suite of services focused on managing your IT environment, including server and network management, support services, and strategic IT consultation.

21890 Willamette Drive,
West Linn, OR 97068



What is the CompTIA Security Trustmark+?

The CompTIA Security Trustmark+™ is the highest level of recognition for solution providers that consistently follow security best practices, as validated by an independent, third party review of an organization's overall security posture.

This vendor-neutral, business-level credential was developed with the support of technology companies at the forefront of the IT security industry. The standards employed within the CompTIA Security Trustmark+ have been agreed upon by key vendors, solution providers, and end users in the IT industry. Organizations holding this esteemed designation will keep their customers' information safe by following best practices in personnel security, security training and infrastructure.

Why Contract with a Trustmark Holder?

Organizations that carry the CompTIA Security Trustmark+ have demonstrated their ability to proactively properly support your business. In order to obtain this esteemed credential, our organization committed to an industry "Code of Conduct," which assures that we adhere to the highest ethical business standards in all of our day-to-day activities.

The CompTIA Security Trustmark+ offers our clients peace of mind—knowing that we employ industry best practices and tools to keep your business systems and data safe and secure. It also confirms our commitment to quality, assuring our customers that we have what it takes to help them meet their industry and government compliance obligations.

www.comptia.org

Ready to get started?

Go to www.comptia.org/businesscred/securitytrustmark_plus.asp

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Basic PolarStar Services

Qty	Item Notes
30	PolarStar Complete Server Management: -Service Availability Monitoring -Patching/Maintenance -Microsoft Patch Management -Event Log Monitoring
1	Hosted E-mail Management - Office 365 or other
191	Office 365 Backup per User, Unlimited retention
186	PolarStar Workstation Complete Management: -Unlimited Remote Control Support -Microsoft Application Support -Desktop Optimization & Management -Windows Patch Management -Thin Client Support
216	PolarStar Anti-virus Management
216	Managed Endpoint Detection & Response
5	PolarStar Firewall Management: -Up/Down Monitoring -Internet Usage Reporting (SonicWall only) -Maintenance
20	PolarStar Managed Network Device Services. Covers: -Switches -Routers -Wireless APs -UPS's -Printers -Other Misc. network-connected devices
30	PolarStar Backup Management - Daily Monitoring - Monthly Restore Testing
30	Offsite Server Replication with Unlimited Cloud Storage
191	Managed Anti-Spam + URL Filter (M2)

(503) 775-4410
 cmitche@polarsystems.com
 www.polarsystems.com

Basic PolarStar Services

Qty	Item Notes
2	Backup Appliance 18TB Capacity
Monthly Subtotal: \$19,969.24	

PolarStar Protect+ Security Services

Qty	Item Notes
400	Active Network Security Scanning w/ Managed SOC - 2 hour response 24x7 SLA per IP
400	Managed Windows SIEM Agent per IP, 30 days retention
216	DNS Protection per Windows agent
191	Security Awareness Training
1	KnowBe4 Quarterly Campaigns
Monthly Subtotal: \$4,225.89	

Hardware

Description	Price	Qty	Ext. Price
Perch 24x7 1yr. Maintenance for SFF	\$295.00	1	\$295.00
Perch 24x7 HW 1yr. Maintenance for SFF			
HW Sensor Appliance <1,000 IPs	\$2,050.00	1	\$2,050.00
HW Sensor Appliance <1,000 IPs			
Perch 24x7 HW 1yr. Maintenance for TFF	\$90.00	7	\$630.00
Perch 24x7 HW 1yr. Maintenance for TFF			
TFF Sensor Appliance 1yr. Maint. <100 IPs	\$375.00	7	\$2,625.00
SFF Sensor Appliance 1yr. Maint. <100 IPs (with a 3yr. commitment)			
Subtotal:			\$5,600.00

PolarStar Scope of Services



Fully Managed Network

The following is a detailed listing of services included as well as activities which are excluded from your PolarStar fully managed IT services package. For work which falls outside of the coverage of our PolarStar agreement, your assigned vCIO will provide a detailed scope of work proposal with required hardware costs and time estimates.

Virtual CIO Consulting	
Included Under PolarStar Agreement	Excluded from PolarStar Agreement
vCIO Services Intended to be your trusted technology advisor, your assigned vCIO is an extension of your management team. Your vCIO will consult with you to help to align technology initiatives with your business goals. As an extension of your management team, your vCIO will meet regularly with you to: <ul style="list-style-type: none"> • Evaluate technology risk and make recommendations to mitigate the potential impacts • Consult with your management team to identify technology challenges and propose potential solutions • Act as a liaison with 3rd party technology vendor/partners. Regular Activities <ul style="list-style-type: none"> • Develop strategic technology road map • Work within client budget to prioritize, scope and execute technology initiatives/projects • Maintain and report on current technology asset lifecycle Regular Reporting <ul style="list-style-type: none"> • Monthly Executive Summary • Hardware Warranty Report • Advanced security tool reports <i>(if included in Agreement)</i> 	Exclusions Below are activities which are excluded from your PolarStar agreement: <ul style="list-style-type: none"> • Activities related to mergers and acquisitions • Policy creation • Creation of request for proposals (RFP's)

Service Desk and Onsite Support – Full Coverage	
Included Under PolarStar Agreement	Excluded from PolarStar Agreement
Incidents, Requests, and Problem Management <ul style="list-style-type: none"> • Access to the Polar Systems' Service Desk during regular business hours (8am – 5pm, Monday through Friday) • Access to ticket management portal and dashboard • User self-initiation of tickets or requests • Automated creation of tickets submitted via e-mail by users or alert-generated tickets originating from monitored devices/services • Unlimited remote support for devices/users covered by the MSA • Tier 1 support for critical business applications – <i>Valid vendor support contract and escalation path required</i> • Tier 1 support for Internet connectivity – <i>Valid vendor support contract and escalation path required</i> • Issue management on critical business applications – <i>Valid vendor support contract and escalation path required</i> • Microsoft Windows and MacOS operating system support including operating system rebuild if required • Monthly patch management of supported Windows servers and workstations – <i>limited to Microsoft-supported operating systems</i> • User management requests (adding, removing, or modifying accounts) in Active Directory or Microsoft 365 • E-mail system management (On-premise Exchange Server, Microsoft 365, or GSuite) including basic distribution list, mailbox, and calendar management tasks • Mail filtering solution management – mail flow troubleshooting, whitelist/blacklist management • Basic server file system/storage management – providing and revoking access and modifying permissions • Basic printer troubleshooting and driver management • Basic group policy management and 	Exclusions <p>Below are activities which are excluded from your PolarStar agreement. Items in this list will be billable outside of the agreement:</p> <ul style="list-style-type: none"> • Access to after-hours support is provided at no charge, however each after-hours incident is billed at 1.5X time and materials rate + travel charges if after-hours onsite support is required • Support for home networks or personal (non-company owned) computer equipment, peripherals, or software • Low-voltage cabling • Installation and/or configuration of new equipment or technologies • New software installation or mass upgrades of existing software • Re-architecture or restructuring of network resources including Active Directory, Group Policy, file shares, security policies or tools • Software development, website development, management and/or website search engine optimization (SEO) • Security incidents or breaches • Management/support of non-Polar Systems' recommended security tools/solutions or backup solutions • Support for applications which have no vendor support or maintenance agreement • Data management – Entry, reorganization, archiving, purging, or manipulation of data. • Phone systems and related hardware and software

- modification
- Public DNS record management

Network Operations Center Support – Full Coverage	
Included Under PolarStar Agreement	Excluded from PolarStar Agreement
Alerting / Monitoring <ul style="list-style-type: none"> • Server • Internet (Up/Down) • Website (Up/Down) • Critical network infrastructure including firewalls, switches, routers, wireless equipment, UPS's, storage area networks (SANs) • Public SSL certificate expiration • Virus detection / Alerting on servers and workstations Backup Monitoring / Management <ul style="list-style-type: none"> • Daily monitoring for success/failure • Failure remediation • Monthly file restore testing • Monthly server virtualization testing (<i>PolarStar recommended backup solutions only</i>) • Monitoring and remediation of offsite replication • Basic file restores • Server virtualization and/or full recovery in the event of server failure Patch /Upgrade Management <ul style="list-style-type: none"> • Monthly monitored server patching (critical patches only) • Monthly automated workstation patching (critical patches only) • Remediation of workstations/servers which require manual patching • VMWare ESXi updates or patches as Polar Systems deems necessary or at client request • Firewall, switch, SAN, other device firmware updates as Polar Systems deems necessary or at client request 	Exclusions <p>Below are activities which are excluded from your PolarStar agreement. Items in this list will be billable outside of the agreement:</p> Alerting / Monitoring <ul style="list-style-type: none"> • Development of extensive custom monitoring • Implementation, management, support or remediation related to use of non-Polar Systems' recommended network management tools or solutions Backup Monitoring / Management <ul style="list-style-type: none"> • Full disaster recovery / Business Continuity testing • Cloud spin-up of individual servers or entire environment • Non-PolarStar backup solutions: Server virtualization and/or full recovery in the event of server failure • Implementation, management, support, or remediation related to use of non-Polar Systems' recommended backup management tools or solutions Patch Management <ul style="list-style-type: none"> • Deployment of patches for non-Microsoft applications which require manual or onsite installation • Operating system upgrades beyond normal patching

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Security Services (if included in agreement) – Full Coverage	
Included Under PolarStar Agreement	Excluded from PolarStar Agreement
Security Tool Monitoring / Alerting / Management <ul style="list-style-type: none"> • Server & workstation malicious process detection and monitoring • DNS protection management • Active scanning for network traffic anomalies and potentially malicious activity. Backed by a 24x7 Security Operations Center (SOC) • Active security event monitoring and log management • End user awareness training, campaign management & reporting Incident Response <ul style="list-style-type: none"> • Machine quarantine • Basic malware removal from servers/workstations 	Exclusions <p>Below are activities which are excluded from your PolarStar agreement. Items in this list will be billable outside of the agreement:</p> Security Tool Monitoring / Alerting / Management <ul style="list-style-type: none"> • Implementation, management, support or remediation related to use of non-Polar Systems' recommended security management tools or solutions • Implementation of security initiatives such as multi-factor authentication or security-focused group policies • Intrusion testing, or tabletop exercises Incident Response <ul style="list-style-type: none"> • Workstation operating system recovery (if required) • Full System/server remediation • Security incidents or breaches

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PolarStar Proposal - City of Canby (Full Management)

Prepared by:

Polar Systems, Inc.

Cory Mitchell
 (503) 775-4410
 cmitchell@polarsystems.com

Prepared for:

City of Canby

222 NE 2nd Avenue
 Canby, OR 97013
 Todd Wood
 (503) 266-4021
 woodt@canbyoregon.gov

Quote Information:

Quote #: 004486

Version: 1
 Delivery Date: 04/04/2024
 Expiration Date: 07/31/2024

Quote Summary

Description	Amount
Hardware	\$5,600.00
Subtotal:	\$5,600.00
Corporate Activity Fee:	\$28.00
Total:	\$5,628.00

Monthly Expenses Summary

Description	Amount
Basic PolarStar Services	\$19,969.24
PolarStar Protect+ Security Services	\$4,225.89
Monthly Subtotal:	\$24,195.13
Corporate Activity Fee:	\$94.29
Monthly Total:	\$24,289.42

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

All Oregon customers will have a Corporate Activity Tax (CAT) Added to their quotes.

****The Corporate Activity Tax (CAT) is a tax imposed on companies for the privilege of doing business in Oregon. It is a tax on commercial activity – the sale of goods and services – in Oregon for more information on (CAT) please go to <https://www.oregon.gov/dor/programs/businesses/Pages/CAT/CATFAQ.aspx>**

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cmitchell@polarsystems.com
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Polar Systems, Inc.

City of Canby

Signature: _____

Name: Cory Mitchell

Title: Business Development Manager

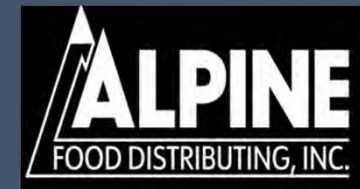
Date: 04/04/2024

Signature: _____

Name: Todd Wood

Date: _____

Some of our Customers



Along with Many Others!

vCIO Highlights

Case Study

OUR CLIENT:

CITY GOVERNMENT OF WEST LINN, OREGON

THE ISSUE:

MAINTAIN STRATEGIC THINKING OF A CTO POSITION AT LOWER COST



West Linn Library



Willamette Park, West Linn, Oregon

CITY OF WEST LINN

WEST LINN, KNOWN AS THE CITY OF HILLS, TREES, AND RIVERS, CELEBRATED SOMETHING BESIDES ITS CENTENNIAL IN 2013. The city signed on with Polar Systems to improve information technology services with an estimated 17.5% annual savings — \$28,000 per year.

The City of West Linn consists of 12 departments, and it employs approximately 124 full-time employees. The city's Information Technology (IT) Department is chartered as a shared service to all of the city's departments. IT provides a broad range of services including strategic IT plan development, hardware and software acquisition, oversight of the city's many technology vendors, maintenance of systems, and network administration.

In addition, IT staff provides support to desktop computer users regarding hardware and many software applications. The IT Department maintains approximately 150 desktops, 70 laptops, 80 printers, and 120 third party applications. IT staff also manages the city's data storage, consisting of approximately 2 Terabytes of data. The City of West Linn IT Department is constantly striving to provide high quality service in creative and unique ways that allows for maximum efficiency and effectiveness.

TOUGH ECONOMICS TIMES: West Linn employed a Chief Technology Officer full-time rather than an IT director, with the understanding that a higher skill set would accompany the more expensive position. Tough economic times brought into question the long-term financial viability of the position. The city desired to maintain the strategic thinking that a CTO position delivered, but the expense of a full-time, in-house resource was no longer in the budget.

The City of West Linn senior management team was seeking a solution to their expense issue without compromising quality. Knowing the level of leadership they needed, city managers looked externally to find a public/private partnership that delivered the financial value. Polar Systems, from the beginning, had the right pedigree for the city and their needs.

"Polar Systems had originally engaged with the City of West Linn because they were looking for potential solutions to expand the city's library parking," said Tim Tragesser, President of Polar Systems. "Since Polar is next door, we were involved in the discussions regarding potential options. At the time, we had recently built out our Virtual Chief Information Officer (vCIO) business to provide more strategic support and technical leadership to our clients. In our interaction with the leadership team at the City of West Linn, we identified a need that we could satisfy with our vCIO services. It's been gratifying on many levels to be able to provide a service to the city where we're located and where many of Polar's employees live."

KEY PERFORMANCE INDICATORS: The city was interested in not only containing cost for its IT department but also looking for IT thought leadership that was more service-focused. In early discussion phases, the senior management team made it clear that any service provider would need to meet these key performance indicators:

- Proven track record of independent budget and financial management
- Local support presence and minimum staffing levels
- Ability to integrate with existing West Linn staff and deliver upon their department visions



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In July 2012, the City of West Linn initiated a trial run to outsource its IT leadership to Polar Systems. Ten months later, after a competitive bid process, the City Council voted unanimously to approve signing a contract with Polar Systems for its vCIO services for the next two years. Polar Systems' responsiveness to the service announcement, demonstrated knowledge, skills, and abilities in the technology sector were key to the awarding of the contract. It also helped that Polar Systems was providing similar services to other local Portland-area cities.

POLAR SYSTEMS vCIO SERVICES: With Polar Systems' virtual CIO offering, a Polar Systems senior manager/vCIO works with the city to develop a portfolio of internal IT projects designed to streamline processes to reduce time, resources and/or cost, and external-focused projects aimed at providing better services to the residents of and visitors to West Linn. It is important to be able to solve problems and thoroughly understand city operations and grasp the big picture to balance needs versus cost and to bring the best solutions to light. Polar Systems' vCIOs do just that.

vCIO IT services for the City of West Linn include IT policy development and review, strategy management, budget management, vendor outsourcing and ongoing vendor management, contract negotiation and management, infrastructure service level agreement (SLA) and operational-level agreement (OLA) management, staff development and management, public citizen engagement, technology leadership, and department strategy leadership. In addition to fulfilling both day-to-day and long-term needs, the vCIO also provides IT representation at public and private forums, manages the city's technological resources, and establishes basic performance metrics.

RESULTS TO DATE: In the initial 12 months that Polar Systems has been providing vCIO services to the City of West Linn, the payback has been evident. Some highlights of the partnership are:

- Developed a comprehensive two-year IT budget including capital equipment improvements, recurring maintenance agreements, and department-level project requests, moving towards more predictable operating expenses.
- Managed 30 organization-wide IT projects within the constraints of the previous budget cycle and delivered a significant amount of technology change in the first year of engagement.
- Reduced the IT vendor pool, saving staff time on vendor performance management.
- Put processes in place with service vendors to ensure vendor performance meets agreed-upon expectations and standards.
- Renegotiated key telephony and video recording contracts plus terms on new hardware and software purchases to gain significant savings for the city.
- Developed IT department staff training and work plans to improve staff delivery capabilities and improve execution for underserved departments.

"We have seen noticeable, positive changes in our IT department," Assistant City Manager Kirsten Wyatt said, "most specifically, the role that a true chief information officer plays on our team. Right now we have a true member of our team, even if he's not technically a City of West Linn staff person."

Wyatt cited the ongoing police station project as an example of this. Where the city once assumed it would have to bring in outside consultants for the IT side of construction, Polar Systems and its vCIO services filled that role instead.

Photo Credits: City of West Linn, Oregon

About Polar Systems

Polar Systems, Inc., founded in 1981, has built a reputation as one of the premier technology consulting providers in Oregon & SW Washington. The company's diverse client list includes many of the best-known companies and government agencies in the area. Polar Systems is a Dell Premier Partner and a charter member of the Microsoft Certified Partner program.

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PolarStar™ and vCIO Highlights

Case Study

OUR CLIENT:

CITY GOVERNMENT OF OREGON CITY, OREGON

THE ISSUE:

IMPROVING SUPPORT AND INCREASING THOUGHT LEADERSHIP



CITY OF OREGON CITY

AT THE START OF 2013, IT WAS APPARENT THAT OREGON CITY'S INCREASED NEED FOR IMPROVED SUPPORT AND THOUGHT LEADERSHIP IN INFORMATION TECHNOLOGY DEMANDED ADDRESSING. At the time, the city employed one full-time IT/GIS manager and used an outside network consultant for network, desktop, application, and user support.

The IT Manager found himself in a role where he was spending greater amounts of time servicing end-user requests, when he knew that expanding his strategic thinking would benefit the city much more. Knowing it was time to bring a new vision for technology to the city, the IT Manager published an RFP for expanded outsourced IT services, with a goal of:

- Improved response time in the field for all city departments
- Centralized IT decision making
- Remotely-managed, centrally-staffed, robust help desk
- Expanded project management and project (hardware/software) delivery services
- Expanded external strategic consultation

SELECTING POLAR SYSTEMS: Oregon City issued an RFP for such services in April 2013, and scored the respondents on project approach, experience, cost, and references. From this process, the selection steering committee made a recommendation to department heads, and Polar Systems was selected.

"Polar Systems currently provides IT support services to other local municipalities our size and larger," said David Knoll, IT Supervisor. "They have experience with specific Public Safety applications we use and have a deep help desk support team. In addition, they have experience working with the Police Department on a project basis implementing an e-ticketing system and providing excellent service."

In the end, the City of Oregon City did not select the vendor with the lowest cost, but instead chose the solution recommended by Polar Systems, which they felt was the best match overall for the city's IT needs.

vCIO SERVICES AND POLARSTAR MANAGED SERVICES: Polar Systems' Virtual CIO Services (vCIO) and PolarStar™ Managed Services are the names for the wide breadth of solutions Polar is bringing to Oregon City's IT environment. A Polar Systems vCIO provides a leadership role for the IT environment, assisting with organization and management of the evolution of the environment. PolarStar Managed Services ensure reliability, flexibility, and performance via proactive technology management services and on-site support and a 24x7 Help Desk via reactive support services.

The first step once the partnership was put in place, was to conduct a city-wide IT site assessment, analyzing current processes on the criteria of reliability, scalability, manageability, efficiency, remote accessibility, and security; and providing an actionable plan for addressing any issues discovered. Polar Systems then made recommendations for implementing best practices, reorganizing and reconfiguring the city's network, and transforming it to be a high performance, fault tolerant environment. Once the current state of Oregon City's IT environment was understood and an IT roadmap built out, Polar Systems implemented ongoing, dedicated on-site technical support to support the mission of improved customer satisfaction and rapid standardization of the IT environment.

City Council Packet 58 of 104



City Hall of Oregon City



New Oregon City Arch Bridge



For more information, contact:

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21890 Willamette Drive

West Linn, Oregon 97068

Polar Systems' vCIO Services typically include project management, stakeholder representation, technology assessment, vendor management, IT roadmap and strategic consulting, budgetary development, staff development and more. Polar Systems' vCIO Services are proactive in nature and are designed with the flexibility needed to support the unique needs of Oregon City. As part of the onboarding process, a plan was developed to reach mutual agreement of the best use of vCIO resources in support of the city's most pressing needs.

PolarStar Managed Services include unlimited remote and on-site support as it relates to triage and problem resolution for Oregon City's in-scope IT environment. PolarStar services for the City of Oregon City include:

- Server Management
(for approximately 24 servers)
- Asset Auditing/Inventory
- Monitoring/Alerting
- Patch and Maintenance Event
- Backup Management
- Anti-Virus Management
- OS Management
- E-Mail Management
- Anti-Spam Management
- DNS Hosting
- Network Device Management
- Desktop/Laptop Management
(for approx. 150 workstations)
- Mobile Device Management
- Printers and Other Device Management
- Vendor Relationship Management
- Quarterly Consultation
- Reporting
- Agreed-upon Guaranteed Response Time
- Additional Network Services
- Scheduled On-site Support
- Reduced Hourly Labor Rates
for the contract period

In only the first year of the partnership, the city is already seeing the benefits. "We can see Polar Systems' methodology in action," said IT Supervisor David Knoll. "Polar has put into place a project roadmap that addresses both short-term wins and long-term projects. Our goal is a centralized IT environment that is easier and less costly to manage. We have come to expect a high level of service to both Project Managers and end users."

"Polar's use of remote and on-site staff, as well as a robust ticketing system, has increased support and reduced the length of open tickets within City Hall and the various departments of Oregon City," says Knoll. "Polar's ticket logging and service delivery has helped meet and exceed our expectations of great IT service."

About Polar Systems

Polar Systems, Inc., founded in 1981, has built a reputation as one of the premier technology consulting providers in Oregon & SW Washington. The company's diverse client list includes many of the best-known companies and government agencies in the area. Polar Systems is a Dell Premier Partner and a charter member of the Microsoft Certified Partner program.

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Photo Credits:

City Hall: City of Oregon City

Arch Bridge: Jason Kelly at OBEC

Riverfront Boulevard: City of Oregon City



Addendum (Answers to Questions in Section 2 and 3):

2.1 - Initial Assessment

To deliver a best in class service, we put together a well thought out, documented process to ensure a successful rollout. More important, we start to build a true partnership with our clients. This process has been the foundation to success since the inception of our managed services offering. Polar Systems has developed a checklist of 85+ best practices to deliver secure, reliable, flexible, and manageable IT infrastructure.

Once you have agreed to have Polar Systems become your Managed Services Provider, we will discuss the timing of the transition. For an organization of your size, we would prefer to have one month of overlap with your current MSP for a smooth hand-off. Prior to the start of the migration, we will provide you with a list of information we would like to have, such as employee list, list of key passwords, etc... On the first day of the transition, a team of Polar Systems engineers will come onsite, start deploying Polar Systems' tools, and start the documentation process.

During the onboarding process, several Polar Systems engineers will come onsite to document City of Canby's IT environment fully. We also use IT Glue, and if your existing MSP is willing to share documentation, that can speed up onboarding. In cases where an MSP is reluctant to provide their documentation, we can build it ourselves. We will deploy our management tools on equipment at all of your sites, documenting remote sites as we visit them.

Once we have the initial deployment and documentation process mostly complete, we will do an internal training at Polar Systems so all of our engineers, from our Quick Fix team to Project Team, will be able to support City of Canby. We will then do an overview/training at City of Canby for how your team can engage with Polar Systems. Then we're live.

During the onboarding, we will review our best practices checklist, identifying a list of recommendations for City of Canby. Your Polar Systems vCIO will work with you to help prioritize these recommendations and determine a roadmap for projects to implement.

We will do an onboarding meeting/webinar to introduce Polar Systems, our services, and security products, plus how to engage with us. Plus we also use the KnowBe4 product for employee security training.

We can be flexible and do supplemental training as needed to address specific issues.

2.2, 2.3, 2.4 – Desktop and Network Support:

PolarStar monitoring and dedicated help desk services are the pieces that makes it all work. With our best of breed tools, we monitor your systems and network remotely, vigilantly watching for hardware and software events – the little things that can be precursors to bigger problems. By watching thousands of machines, our team of help desk technicians know just what to look for, and can often proactively resolve those potential

problems from our Portland based support center. Or, if needed they can dispatch an expert engineer to your location for an on-site repair. Whether it's a UPS alert, dwindling drive space, CPU performance, or application warning, PolarStar monitoring will keep our eyes on it, so you can keep your eyes on your business.

And if anyone on your staff has a question about or problem with any of your systems or covered applications, they simply pick up the phone and talk to a live person or email the help desk for quick resolution. All of our support services engineers and technicians are Portland based, so you'll enjoy getting to know and rely on them.

Polar Systems provides strategic consulting and thought leadership within a PolarStar Managed Services agreement by leveraging our experience and best practice development. PolarStar vCIO Services focus on enabling transformation by aligning IT with the top-level vision of the organization.

Losing business-critical data is not an option. Whether it's from a site-wide disaster or from user error, delays in getting your business back online can result in monetary loss as well as loss of productivity and of business reputation. PolarStar Managed Backup and Disaster Recovery is designed to ensure your company's data is protected and can be recovered rapidly in the event of an outage. We understand the importance of business continuity — you'll be surprised what we can do.

Your Polar Systems vCIO's come with decades of experience. Their wisdom and knowledge are essential to reviewing and revising your IT strategy and plan, including:

- Technology roadmap development
- Budget development
- Project management
- Business impact of technology decisions
- Hardware lifecycle management

2.5 - Email:

Email is often the #1 mission critical application for a small- or medium-size business. PolarStar Email Protection services provide the most reliable, safe, and secure Microsoft Exchange email environment to protect your email systems from malicious content. Through our filtering technologies and 24x7 monitoring, PolarStar Email Protection shields you from the latest threats such as Ransomware before they even enter your environment, ensuring maximum continuity of your email environment and minimized disruptions.

- Proactively manage and backup your Microsoft Exchange email environment.
- Provide complete inbound email filtering to block 99% of spam before reaching your network
- Policy based, allowing customized filtering to suit your company's requirements.
- Email Continuity for outage protection
- Optionally provide email archiving and email encryption.

2.6, 2.7 Security, Backup/Compliance:

We have 22 employees at Polar Systems who are CJIS Level 4 certified. We maintain this certification throughout all of our technical staff due to the work we do with other municipalities. As part of PolarStar Managed Backup and Disaster Recovery, we will install local networked backup storage devices at your location(s) to create real-time images of your critical systems. In the event of a local loss of data, you can access another local copy in minutes. All of your data is also mirrored offsite, which can be accessed remotely in case of a site-wide disaster.

Daily backup checks and regular backup testing ensures your business is completely protected.

PolarStar Managed Backup and Disaster Recovery includes:

- A complete solution to reduce server downtime with a specialized backup and virtual server appliance
- Virtualization of failed servers to decrease downtime from days to minutes
- Near real-time backups as frequently as every 15 minutes
- Offsite storage at an affordable cost
- Affordable business continuity plan.

Having a proven framework for IT process and controls is essential to properly protect your company data from cyber criminals. Every company large and small is now at high risk to Ransomware and that is why properly protecting your data is critical to maintain operations. While you cannot 100% protect your company from Ransomware your goal should be to significantly reduce your risk. Also, Polar Systems is the only Managed Services Provider in the Pacific Northwest to carry the CompTIA Security Trustmark+ Certification.



PolarStar Protect + Cyber Security helps reduce your risk to Ransomware by focusing on four key elements:

1. Protect the environment
2. Actively scanning the network 24/7/365 looking for threats
3. Employee awareness & education
4. Business continuity in case an attack is successful.

You start by protecting the environment's hardware. An industry standard tier 1 managed firewall and managed anti-virus is essential and a great start. Next Anti-SPAM with URL filtering and DNS protection

round out your environment by protecting end users from accidentally going to suspicious sites or clicking on a potentially harmful link in email.

This is where most organizations stop.

Real-time awareness to your network is more critical than ever. Cyber criminals are looking for a small window to enter your network, and sometimes hide for days/weeks/months before making its move. This is why having security experts with real-time threat intelligence having eyes your network 24/7/365 is so critical to preventing Ransomware. With a 100% US Based Security Operations Center on your side, you can have the peace-of-mind that someone is looking out for you.

Now that your perimeter is protected and someone is watching your network, it is time to protect the biggest vulnerability of all, the human factor. With User Awareness Training you can keep your employees on alert by creating campaigns to detect harmful behavior. When a behavior is detected employees then are assigned training associated with that behavior and how to prevent it in the future.

Finally, while you have significantly reduced your risk to Ransomware, you are still not 100% immune. This is where managed backup comes in. If you are infected with Ransomware, the FBI endorses companies not pay the ransom and recover from backup. [Managed Backup and disaster recovery](#) protects you by checking daily backup jobs, doing monthly restore tests, and cloud restoration, if needed. These elements combined, provide you the peace-of-mind and if all else fails, you can recover when needed most.

2.8, 2.9 - Strategic Planning and Financial Planning/Forecasting:

The management of information services is a complex endeavor requiring the integration of IT strategy with the overall business objectives of the organization. Far too often IT budget spend fails to deliver the return on investment promised. Whether you're managing IT for cost reduction or competitive advantage, a defined strategy for IT is paramount in delivering value to the organization.

A Polar Systems vCIO engagement for your organization is a custom experience tailored to the needs of your executives and organizational goals. Your dedicated Polar Systems vCIO will work with you to customize an engagement within your budget that measurably improves your organization's operations.

Polar Systems offers a portfolio of services to supplement a vCIO engagement ensuring recommendations are implemented effectively.

Our vCIOs are best in class at providing pro-active actions that need to happen within your environment. We align with the best partners in the industry, and we help drive the right solution for our clients. We provide a full scope of work for any projects that we are asked to partner on or complete. You will be provided an estimate on the time it will take to complete these projects. We only bill for the time that we are working on the project, so most of the projects are billed as time and materials, not a flat fee.

2.10 – On Demand Response

Polar Systems maintains Service Level Agreements (SLAs) to maintain great client satisfaction. They are an understanding between Polar Systems and the City of Canby about how quickly we will work to bring a ticket to resolution. These SLAs can be affected by the person calling. For example, a VIP contact in one of our client base calls with an issue. The priority may change to a higher level. Ticket priorities determine the speed at which tickets need to be worked.

All of our fully managed clients have access to the Polar Systems help desk through email or a phone call to log a help desk ticket. We also will onboard a new employee and help with getting their new equipment loaded with all of the necessary software for company use. We are one of the largest MSPs in Oregon, and we have 25+ certified engineers on staff with a minimum of 7+ years of experience.

We use all Polar Systems employees for help desk and technical support. All of our project team is in house as well, and we are based in West Linn, Oregon.

Below are Polar Systems' SLA agreement schedule:

Standard SLA (8 Hours/Day)	Respond Within	Resolution Plan Within	Resolved Within	Goal %
Critical	.2 Hours	.5 Hours	4 Hours	80
High	.2 Hours	1 Hour	8 Hours	80
Medium	.2 Hours	2 Hours	24 Hours (3 Days)	80
Low	.2 Hours	4 Hours	172 Hours	80

Critical	Major business processes are stopped or whole company impacted.
High	Departments or large group of users are impacted or C-Level or VIP person affected.
Medium	One user or a small group of users is impacted.
Low	More of an irritation than a stoppage, workaround exists, report requests, little impact on business processes, information requests.
Recurring	Monthly recurring activities such as restore tests or operating system patching
No SLA	Regularly recurring management tasks such as QBRs, best practices reviews, patching, backup checks, test file restores, and test virtualization.

3.1 - Cover Letter:

See attached to quote

3.2 - Experience, Organization, and Qualifications:

a. Skills and areas of involvement:

- We are one of the largest MSPs in Oregon, and we have 25+ certified engineers on staff with a minimum of 7+ years of experience. We are 100% based in Oregon and Washington. We promote from within, so our employees are tenured and we know our customers and their needs. Our vCIOs are best in class at providing pro-active actions that need to happen within your environment. We have a top tier projects team that helps assist not only our managed services client, but other clients as well. We are available to complete projects 100% on our own, or we partner with the clients IT staff however they would like us to. We also have the ability to purchase network infrastructure hardware and workstations as needed.

b. Length of time in business:

- We have been in business since 1981 providing IT services for the Portland metro area.

c. Customers in the public sector:

- We have three customers that are in the public sector space. See references in next section for contacts to reach out to. A. We represent clients from all industries. We feel that this gives us exposure to many different applications and situations that build our knowledge base of expertise.

d. References:

Janice Emery, Cowlitz Family Health Center, jemery@cfamhc.org, 360-703-6409

David Knoll, City of Oregon City, dknoll@ci.oregon.city.or.us, 503-496-1557

Jeremy Williams, City of Troutdale, Jeremy.williams@troutdaleoregon.gov, 503-674-7242

e. Company Location:

-We are located in West Linn, Oregon. We have one office, and all of our employees live in the Portland metro area.

3.3 – Proposal:

a. Methodology:

PolarStar is our holistic approach to IT management designed to address three core IT support tiers and deliver them by way of multiple specialized job functions.

- **Strategy:** Focus on matching technology to meet the needs of the organization and work to align our clients with industry "best practices"
- **Proactive Maintenance:** Regular maintenance and system updates combined with proactive oversight of systems to prevent problems from occurring
- **Reactive Support:** Address ad hoc issues as they come up as quickly and efficiently as possible

The Goal is to provide both strategic oversight and guidance along with tactical day-to-day assistance with your technology stack. Our experience in providing support to a variety of businesses enables us to keep your systems available and secure for a predictable fixed monthly cost. With PolarStar Managed IT Services you are backed up by a team of experienced IT professionals across all specialized support areas.

b. Support:

All of our fully managed clients have access to the Polar Systems help desk through email or a phone call to log a help desk ticket. We also will onboard a new employee and help with getting their new equipment loaded with all of the necessary software for company use. We feel that there are numerous items that set us apart from other

managed service providers. We are one of the largest MSPs in Oregon, and we have 25+ certified engineers on staff with a minimum of 7+ years of experience. We believe that our onboarding process is second to none with the documentation that we provide. Our vCIOs are best in class at providing pro-active actions that need to happen within your environment. We align with the best partners in the industry, and we help drive the right solution for our clients. We have the best employees, and we are 100% based in Oregon and Washington. We promote from within, so our employees are tenured and we know our customers and their needs. We also carry the Comp Tia Security Plus certification, and we are the only MSP in the Pacific Northwest that does. Our help desk is maintained during normal business hours, but we have on call staff for after-hours needs as well.

c. Scope of Service:

See attached quote and information.

d. Termination:

Our termination fees can be found in the Master Services Agreement included with this response.

3.4 – Cost of Services:

– Pricing attached separately to this quote.

3.5 – Conclusion:

- We feel that there are numerous items that set us apart from other managed service providers. We are one of the largest MSPs in Oregon, and we have 25+ certified engineers on staff with a minimum of 7+ years of experience. We believe that our onboarding process is second to none with the documentation that we provide. Our vCIOs are best in class at providing pro-active actions that need to happen within your environment. We align with the best partners in the industry, and we help drive the right solution for our clients. We have the best employees, and we are 100% based in Oregon and Washington. We promote from within, so our employees are tenured and we know our customers and their needs. We also carry the Comp Tia Security Plus certification, and we are the only MSP in the Pacific Northwest that does. We have a top tier projects team that helps assist not only our managed services client, but

other clients as well. We are available to complete projects 100% on our own, or we partner with the clients IT staff however they would like us to. We also have the ability to purchase network infrastructure hardware and workstations as needed.



POLAR STAR MANAGED SERVICES SCHEDULE

This Polar Star Managed Services Schedule (this "**Schedule**") is entered into as of _____ (the "**Effective Date**"), by and between Polar Systems, Inc. ("**Polar Systems**") and _____ ("**Client**"). This Schedule is subject to the terms of the Master Services Agreement between Polar Systems and Client dated _____ (the "**Agreement**"). Capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Agreement.

Site Location(s):	
Primary Client Contact:	Secondary Client contact:
Emergency Phone #:	Emergency Phone #:

Polar Star Coverage Summary (see Appendix A and B for details)

Included?	Service	Included?	Service
<input type="checkbox"/>	Asset Auditing/Inventory	<input type="checkbox"/>	Managed Out-of-Market Site
<input type="checkbox"/>	Monitoring/Alerting	<input type="checkbox"/>	Vendor Relationship Management
<input type="checkbox"/>	Managed Servers	<input type="checkbox"/>	vCIO Services
<input type="checkbox"/>	Managed Server Backup	<input type="checkbox"/>	Reporting
<input type="checkbox"/>	Managed Workstations	<input type="checkbox"/>	Response Time Commitment – 1 hour
<input type="checkbox"/>	Server – Patching	<input type="checkbox"/>	Active Security Scanning/SOC
<input type="checkbox"/>	Workstation – Patching	<input type="checkbox"/>	Managed Active EDR
<input type="checkbox"/>	Managed Exchange / Office 365 / Email	<input type="checkbox"/>	Employee Security Awareness
<input type="checkbox"/>	Managed Anti-Spam Services	<input type="checkbox"/>	DNS Protection
<input type="checkbox"/>	Managed E-Mail Encryption	<input type="checkbox"/>	Multi-Factor Authentication
<input type="checkbox"/>	Managed E-Mail Archiving	<input type="checkbox"/>	Office 365 Backup
<input type="checkbox"/>	Managed Firewall	<input type="checkbox"/>	Scheduled On-site Support Total Hours: Interval: Time Block/Event:
<input type="checkbox"/>	Managed Network Devices		
<input type="checkbox"/>	Managed Anti-Virus		
<input type="checkbox"/>	Managed Disk Encryption		
<input type="checkbox"/>	DNS Hosting	<input type="checkbox"/>	Other: _____

Term: _____ months

Polar Star Payment Summary:

Polar Star Payment: \$ _____ per month
 Hardware-as-a-Service Payment \$ _____ per month (if applicable)
 Reduced Labor Rate: _____ %
 PC Workstation Build Fee: \$450

All monthly fees under this Schedule must be paid electronically through a service reasonably specified by Polar Systems.

The pricing above is based on an initial review of Client's current servers, workstations and network infrastructure, as inventoried in Appendix A. The parties agree to review changes to, and additional information learned regarding, Client's environment and the other aspects of this Schedule on a quarterly basis (or otherwise as needed) and update fees and Covered Components under this Schedule to reflect any changes. Unless the parties agree otherwise, in no event will any reductions in Covered Components decrease monthly fees by more than 40% than the monthly fees above.

The fees and rates in this Schedule will automatically increase by three percent (3 %) per year. Other increases may apply per the terms of the Agreement.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SCHEDULE (INCLUDING THE ATTACHED TERMS AND CONDITIONS AND APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SCHEDULE.

Polar Systems, Inc.

Client: _____

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Submitted: . Offer in this Schedule valid 30 days from date of submission.

POLAR STAR MANAGED SERVICE TERMS AND CONDITIONS

1. Managed Services

- (a) "Covered Component" means the server, workstation, local area networking equipment, wide area networking equipment, and other IT components listed in Appendix A located at the Client location(s) specified above. To be a Covered Component, the Polar Systems managed service agent program must be added to such component. Client agrees that, in order for Polar Systems to provide managed services under this Schedule, (i) all Windows servers in a domain must be covered; and (ii) unless otherwise specified in Appendix A, all workstations at a location must be covered. Managed Services do not include hardware repairs or support for application software unless specifically listed on this Schedule.
- (b) Polar Systems will use commercially reasonable efforts to detect and avoid the malfunction of Covered Components. Proactive services include monitoring and alerting, patch management and backup verification. These services are designed to report to Polar Systems performance and availability data concerning Client's network and to alert Polar Systems' Help Desk to potential problems. Monitoring Services do NOT include the provision of any intrusion detection services nor do they address any other security concerns.
- (c) Polar Systems will maintain a centralized "Help Desk" to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Help Desk. The Help Desk may be contacted by Client by either logging into Polar Systems' client portal, sending an email or by calling via telephone, or in other methods as communicated by Polar Systems to Client from time to time.
- (d) There is no additional charge for Help Desk Service provided during Regular Business Hours. Polar Systems' Help Desk will also be available under this Schedule after Regular Business Hours, subject to the following terms:
 - Access to the Help Desk after Regular Business Hours must be made using a phone number provided to Client specifically for such use. Polar Systems will aim to respond within 1 hour, with escalation to Polar Systems' management team if the call is not returned in the 1-hour time frame.
 - Help Desk Service after Regular Business Hours is provided at a rate equal to 1.5 times Polar Systems' then-current reduced labor rate.
 - Any Client personnel requesting Service after Regular Business Hours will be considered authorized to do so under this Schedule.
- (e) Client will provide all necessary information when requesting technical support. This information includes, but is not limited to:
 - Name of end user experiencing the issue
 - Location of end user and computer
 - Contact information for the end user
 - Detailed description of the issue
- (f) Polar Systems will use diligent efforts to manage the restoration of malfunctioning Covered Components to good working order.
- (g) Client's data backup systems may be listed as a Covered Component on this Schedule. However, Client agrees and understands that, unless Polar Systems is providing Client with a fully managed backup (BDR) solution under a separate Schedule, Polar Systems is only able to verify that backup systems are reporting proper operation and can make no guarantees as to whether or not actual backups are taking place. Client is ultimately responsible for ensuring that data backups have actually been performed and are available in the event of any failure of the backup subsystem which leads to any data loss or the inability of the backup subsystem to restore data at any time. Polar Systems has no liability for any costs associated with data recover/disaster recovery services.
- (h) When requested by Polar Systems, Client will ensure that all office workstations and laptops will be left turned on after Regular Business Hours so Polar Systems can perform required workstation maintenance and proactive support.
- (i) Polar Systems will use diligent efforts to deploy software patches for operating system software in a manner that will, in a timely fashion, address the security or functionality concerns for which a patch was released. Polar Systems will only deliver patches that have been tested and released by the original manufacturer of the software being patched. Client acknowledges that some patches may cause operating difficulties or "break" other software, and agrees that Polar Systems will not be responsible for the potential adverse effects of applying such a patch.

2. Payment Terms

At the Effective Date of this Schedule, Polar Systems will invoice and collect payment for the first and last month of managed Services associated with this Schedule. This payment must be received before any Service under this Schedule can be scheduled or delivered.

3. Hardware

Polar Systems does not provide hardware warranty or maintenance services, and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. Polar Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. Polar Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts. Polar Systems shall have no obligation with respect to components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; all such items are the Client's responsibility.

4. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Schedule. Although the services to be provided under this Schedule are designed to provide managed IT continuity and will, under certain conditions, help Client recover from certain disasters, it should in no

way be considered a formal disaster recovery or business continuity plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, Polar Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable against Block Time or as an agreed additional Service.

5. Documentation

Polar Systems will, at its expense, maintain updated documentation on Covered Components to facilitate the providing of Service. Upon termination of the Agreement, if Client has paid all amounts due under the Agreement, Client will be provided with a printed or electronic copy of such documentation upon written request.

6. Authorization to Access Client Devices. Client hereby authorizes Polar Systems to access, connect to and manage Client devices via remote technologies without first contacting Client as required for the Services. These activities may include, but are not limited to:

- Updating or changing software drivers;
- Installing and applying software patches;
- Rebooting devices within maintenance windows;
- Deleting temporary files and clearing caches;
- Starting or restarting application services;
- Verifying and validating data backup jobs;
- Staging and executing scripts for automated maintenance routines;
- Network performance tuning; and
- Transferring data associated with routine system tuning and upkeep between systems within Client's network.

Notwithstanding the above, Client is responsible for notifying Polar Systems of a restriction of remote access, connections or management activities related to any Covered Component.

7. Polar Systems Equipment

- (a) Client agrees that Polar Systems may deliver and install appliances and other equipment in support of the Services ("**Polar Systems Equipment**"), excluding items sold by Polar Systems to Client.
- (b) The Polar Systems Equipment is and shall remain the exclusive property of Polar Systems. Client will keep Polar Systems Equipment free and clear from liens or encumbrances of any kind. Upon termination of this Schedule, subject to any applicable laws, Polar Systems may, but is not required to, retrieve any associated Polar Systems Equipment not returned by Client as required below. Client agrees to pay any expense incurred by Polar Systems in any retrieval of the unreturned Polar Systems Equipment. Polar Systems will not be deemed to have "abandoned" the Polar Systems Equipment if it does not retrieve such equipment. Polar Systems shall be entitled to seek injunctive relief to enforce its rights with respect to the Polar Systems Equipment.
- (c) Client agrees to provide Polar Systems and its authorized agents access to Client premises on a 24 x 7 basis upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the Polar Systems Equipment, to install associated software, and to conduct an audit of the Polar Systems Equipment.
- (d) Polar Systems shall have the right to upgrade, modify and enhance Polar Systems Equipment and associated software from time to time.
- (e) Client agrees that, if this Schedule is terminated, Client has no right to possess or use the Polar Systems Equipment. Client agrees to arrange for the return of Polar Systems Equipment to Polar Systems, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Agreement. Polar Systems may charge Client a continuing monthly fee until any outstanding Polar Systems Equipment is returned, collected by Polar Systems or fully paid for by Client.
- (f) Client will not, nor will Client allow others to: (i) open, alter, misuse, tamper with or remove the Polar Systems Equipment as and where installed by Polar Systems, or (ii) use Polar System Equipment in any manner contrary to this Agreement, or (iii) remove any markings or labels from the Polar Systems Equipment indicating Polar Systems ownership or serial or identity numbers. Client will reasonably safeguard the Polar Systems Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of Polar Systems to perform any work on the Polar Systems Equipment. Nothing in this Agreement shall prevent Polar Systems from enforcing any rights it has with respect to theft or unauthorized tampering of Polar Systems Equipment under applicable law.
- (g) Client agrees to pay Polar Systems for the replacement cost of the Polar Systems Equipment as reasonably determined by Polar Systems if (i) Client tampers with, or permit others to tamper with, Polar Systems Equipment, (ii) the Polar Systems Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the Polar Systems Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged Polar Systems Equipment to Polar Systems. Notwithstanding the above, Client shall not be required to pay Polar Systems if the damage or destruction of the Polar Systems Equipment arises out of the acts or omissions of Polar Systems or its agents, employees or subcontractors.

8. Client Requirements. Client will at its own cost:

- Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, Polar Systems will not be obligated to provide the Services and/or may increase charges for the Services to reflect the higher cost of supporting Client.
- Reboot/restart equipment or monitoring agents upon request of Polar Systems; if Client does not wish to perform such functions, then if necessary Polar Systems will come on site and additional charges will apply.
- Maintain, manage, and keep records of valid licenses, warranties and/or support contracts for hardware, operating software and application software used in its network and systems with respective third-party vendors.
- Notify Polar Systems upon the removal of a Covered Component from the network so the Polar Systems' remote management and monitoring systems can be updated.

- Follow best security and standardization practices and protocols on all Covered Components as required by Polar Systems. These protocols include but are not limited to the following: (i) secured off-site data vaulting to protect critical operations data, (ii) centrally-managed anti-virus software installation, updates, workstation and server management and remediation, (iii) centrally-managed operating system and application security patch testing, updates and roll-outs, (iv) assignment of role-appropriate user or power-user credentials for PCs and servers and removal of all user-issued administrative login permissions, and (v) creation and ongoing maintenance of full and complete network documentation inclusive of all secured administrative usernames and passwords.
- Maintain Client site conditions within the environmental range of all Client system devices and media as specified by the manufacturer.
- Include (except to the extent that Client wishes to discuss certain aspects of Polar Systems services without Polar Systems present) its Polar Systems account representative in Client's material IT planning and IT decision making meetings in order to facilitate continuity of Services.
- Be responsible for designating one or more authorized contacts responsible for screening end-user service requests and to determine level of service needed and assignment of requests to Polar Systems.
- Instruct all users to leave workstations, servers and other computer and network equipment on at all times, unless otherwise instructed by Polar Systems. Users shall also leave any remote agents active and running at all times unless otherwise instructed by Polar Systems. Users may log off at the end of their work shift.

9. Exclusions. Polar Systems is not required to provide any Services except those Services expressly set forth in this Schedule. Without limiting the foregoing, the following items and/or services are excluded from the Service under this Schedule; any work performed related to the following will be billed at Polar Systems' standard rates:

- (a) Any service(s) required due to treatment or attempts to install, repair, maintain, or modify any Covered Components or related software or peripherals by a non-Polar Systems authorized person or entity, including but not limited to negligent acts, improper configuration changes, new application installations, and upgrade installations.
- (b) Covered Component(s) which cannot be properly serviced due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. Polar Systems will use commercially reasonable efforts to provide advance notice to Client of any issues under this clause.
- (c) Provision of supplies or accessories for any Covered Component(s) or electrical work external to Covered Components, including but not limited to printer consumables and backup media.
- (d) Maintenance of accessories, alterations, attachments, upgrades or other devices; or services related to any relocation of Covered Component(s) unless specifically listed in this Schedule.
- (e) The cost of any parts, equipment, or shipping charges of any kind.
- (f) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by Polar Systems in support of the Service).
- (g) The cost of any third-party vendor or manufacturer support or incident fees or charges of any kind.
- (h) The cost to bring Client's environment up to minimum standards required for Service.
- (i) Programming (modification of software code) and program (software) maintenance.
- (j) Training services of any kind unless otherwise agreed in writing by Polar Systems.
- (k) Moving hardware from one physical address to another physical address.
- (l) Polar Systems covers only the maintenance support of the network connection of network enabled, shared printers/copiers, and the printer connection and printer drivers of locally attached printers. Any other printer maintenance is not covered.
- (m) Any peripheral attached to a workstation/laptop including, but not limited to USB hard drives, scanners, docking devices, cameras, and VoIP phones are not covered unless specifically listed on this Schedule.
- (n) Mobile devices, smartphones, and tablets are not covered unless Mobile Device Support is included in this Schedule.

APPENDIX A TO POLAR STAR SERVICES SCHEDULE

Covered Components

Servers

Type	Qty	Comments
TOTAL		

Workstations and Laptops

Type	Qty	Comments
TOTAL		

Network Devices

Type	Qty	Comments
TOTAL		

Other Covered Components

Type	Qty	Comments

Protect +

Type	Qty	Comments

APPENDIX B TO POLAR STAR SERVICES SCHEDULE

Service Options and Description

Service Name	Service Description
Asset Auditing and Inventory	Hardware inventory and warranty information relating to Covered Components will be collected as completely as technology allows.
Monitoring and Alerting	Our engineering team monitors for critical events which could result in service interruption. Monitoring capabilities vary by vendor. Polar Systems may inform Client when a device has limited or no capability of being monitored. Although monitoring is automated on a 24 hour per day basis, Client understands that Polar Systems will review, diagnose and respond to alerts during Regular Business Hours only.
Managed Servers	Management includes support for server hardware and operating systems. Support is limited to vendor-supported operating systems and hardware that is covered by a manufacturer's warranty. <i>Support for operating systems and/or hardware that are beyond support life are handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Managed Server Backup	Data backups will be monitored daily during Regular Business Hours for approved backup solutions. Backup management includes the following services: Daily monitoring, monthly file restore testing, monthly virtualization testing (if supported) and notification to Client of backup problems. <i>Unsupported backup solution support is handled on a best effort basis and may generate billings outside the terms of the PolarStar agreement.</i>
Managed Workstations	Management includes support for workstation hardware and operating systems. Support is limited to vendor-supported operating systems and hardware which is covered by a manufacturer's warranty. <i>Support for operating systems and/or hardware, which are beyond support life, are handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Server/Workstation Patching	Windows Operating System patching and maintenance will be performed on a monthly basis. Windows Operating System patches and service packs are evaluated for potential conflicts before they are deployed and are focused on critical security updates. Windows operating system version or build upgrades are not included in PolarStar patching coverage.
Managed Exchange / Office 365 / Email	Management includes support for Polar Systems-approved, vendor-supported e-mail systems. <i>Unsupported e-mail systems will be supported on a best-effort basis and may generate billings outside the terms of the PolarStar services agreement.</i>
Managed Anti-Spam & URL Filtering	Managed anti-spam services include e-mail filtering, e-mail continuity, and URL protection services. Includes basic support for allow and deny lists and e-mail flow troubleshooting.
Managed E-mail Encryption	An optional add-on to managed anti-spam services that allows for the sending of encrypted/secure messages.
Managed E-mail Archiving	An optional add-on to managed anti-spam services that allows for the long-term archival and retention of e-mail messages.
Managed Firewall	Management includes support for firewall hardware. Support is limited to vendor-supported hardware that is covered by a manufacturer's warranty. <i>Support for hardware that is beyond support life is handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Managed Network Devices	Network device management includes the use of hardware and/or software tools to monitor status and generate alerts, reasonable basic re-configuration of the network device and network device issue resolution. <i>Support for hardware that is beyond support life is handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Mobile Device Support	This service includes support for the synchronization of mobile devices and business e-mail accounts. <i>Assistance with non-business related e-mail accounts, other applications, phone usage or charges, warranty replacement, or device troubleshooting may be performed upon request, using reasonable efforts and are subject to an additional charge outside of the PolarStar services agreement.</i>
Managed Anti-Virus	Antivirus management includes software deployment and malware monitoring. <i>Remediation activities related to malware infections resulting from poor client security practices may be billed outside of the terms of the PolarStar services agreement.</i>

Managed Disk Encryption	Managed disk encryption is an optional service that includes deployment and management of workstation or laptop disk encryption.
Active Network Security Scanning	A PolarStar Protect+ enhanced security option. Provides active scanning for security threats and SOC (Security Operations Center) analysis and response.
DNS Protection	A PolarStar Protect+ enhanced security option. Provides an additional layer of protection to prevent redirection to malicious web sites.
Security Awareness Training / Testing	A PolarStar Protect+ enhanced security option: security awareness testing and training. Polar Systems performs regular testing campaigns to gauge risky Internet behavior within your user base.
DNS Hosting	Polar Systems provides DNS (Domain Name Systems) Hosting, a service which migrates your public DNS presence from your current host to our fully redundant, geographically diverse DNS servers.
Vendor Relationship Management	Polar Systems will act as the technical contact for communications with vendors which may include line-of-business application partners or other service providers. It is the client's responsibility to provide all information required to enlist the vendor's assistance. Any vendor or third-party technical support payment is the responsibility of Client. <i>Support for any application, device or service which is not covered by a support agreement may be billed on a time and materials basis outside of the PolarStar services agreement.</i>
vCIO Services	Your vCIO will work with Client's management team to assess short- and long-term business goals, discuss the pros and cons of technology strategies, evaluate competitive advantages, and analyze the business and financial impact. They will help you to architect and work with the Polar Systems engineering team to implement technology solutions to meet your requirements.
Reporting	Polar Systems will issue a set of standard reports on a regular basis including hardware inventory and warranty reports. We will use reasonable efforts to provide any requested customized reports. <i>Extensive custom report creation may be billed outside of the PolarStar services agreement.</i>
Online Ticket Management Portal	Key members of Client team will have access to our online ticket management portal where you can submit tickets and/or review the status and notes on any open tickets.
System Documentation	Polar Systems creates a comprehensive set of documentation during the onboarding process. This documentation includes asset lists, configuration information, system diagrams, 3rd party vendor information, application information, and site photos. This set of documentation is enhanced and refined over time as the network evolves.
Response Time Commitment	Polar Systems will respond to and triage all requests within 1 hour during Regular Business Hours.
Ad hoc and Scheduled Onsite Support	<p>Polar Systems will come onsite when needed to troubleshoot or repair covered equipment when remote remediation is not possible. Onsite visits to support covered equipment or systems is included at no extra charge. <i>Onsite visits related to the addition of equipment or in support of non-covered systems will be billed outside of the PolarStar services agreement.</i></p> <p>Polar Systems will provide <i>scheduled</i> on-site support services (if any) as indicated on Appendix A. Schedule changes should be made at least one week in advance of the scheduled on-site event. Polar Systems reserves the right to send any qualified Polar Systems employee to an on-site scheduled event.</p>
Managed Out-of-market Site	Remote support for satellite offices in other geographies outside of Polar Systems normal service area. <i>Expenses incurred by Polar Systems on behalf of the client for travel to remote sites, or costs related to use of 3rd party contractors for onsite remediation will be billed outside of the PolarStar services agreement.</i>
24x7 Support Acces	All PolarStar agreements provide access to our 24x7 support services for after-hours emergencies. <i>While after-hours access to our support team is included with your PolarStar agreement, we do bill separately for after-hours services at the prevailing rate.</i>



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”), by and between Polar Systems, Inc., with its principal address at 21890 Willamette Drive, West Linn, OR 97068 (“**Polar Systems**”) and the client below (“**Client**”).

Client Name:	
Billing Address:	
City:	State: Zip:
Shipping Address:	
City:	State: Zip:
Telephone Number:	
Fax Number:	
Company Website:	
Primary Contact Name:	
Primary Contact Email:	
Accounting Contact Name:	
Accounting Contact Email:	
Company Origin Date:	
Type of Business: Corporation <input type="checkbox"/> LLC: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____	
Oregon Clients: Are you inside the city limits of Portland?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Oregon Clients: If no to above, are you outside the city limits of Portland, but within Multnomah County?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Clients outside of Oregon: What is your Tax Jurisdiction?	

This Agreement consists of this cover page; the attached Master Services Agreement Terms and Conditions; and all Schedule(s) as agreed by the parties from time to time.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT (INCLUDING THE ATTACHED TERMS AND CONDITIONS) AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

<i>Polar Systems, Inc.</i> By: _____ <div style="text-align: center; font-size: small;">_____ Print Name and Title</div>	Client: _____ By: _____ <div style="text-align: center; font-size: small;">_____ Print Name and Title</div>
Date: _____	Date: _____

POLAR SYSTEMS MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** Under the terms of this Agreement, Polar Systems will use reasonable efforts to provide Client with IT services as described in mutually agreed Schedules (the “**Services**”).

2. **Services**

(a) **Schedules.** The Services are described in one or more written schedules, quotes, statements of work, or other documents or correspondence (“**Schedules**”) agreed by the parties from time to time. Services may be added or modified through an agreed new Schedule, a Change Order, or other written or oral request for services outside the scope of currently ordered Services that is accepted by Polar Systems. Unless otherwise agreed in a Schedule, Polar Systems is entitled to rely on requests for additional Services made by any Client user, including requests for on-site Services and Services outside of Polar System’s Regular Business Hours (as defined below). In all cases, additional or modified Services will be governed by the terms of this Agreement. Polar Systems may, but is not required to, provide any requested Services.

(b) **Hours of Service.** Unless otherwise agreed by Polar Systems, Services are provided during “**Regular Business Hours**”, defined as weekdays between 8:00 a.m. and 5:00 p.m. Pacific Time, excluding holidays on which Polar Systems is closed. Rates for Services outside of Regular Business Hours are 1.5 times otherwise applicable rates.

(c) **Estimated Dates.** A Schedule may specify estimated dates for the Services. Any such estimated dates are made for project planning purposes only and are not a guarantee; Polar Systems may revise an estimated date if the assumptions upon which Polar Systems relied in determining its initial estimate change the scope of the Services, or if Client fails to provide required information, assistance, and/or decisions.

(d) **Warranty Service.** Polar Systems does not provide warranty service (including extended warranty and maintenance service) for any third party hardware or software unless expressly agreed in writing by both parties. Polar Systems strongly recommends that Client maintain its hardware and software under warranty or extended warranty/maintenance (for some Services, Polar Systems may require that Client maintain its systems under warranty or extended warranty/maintenance). Client may request that Polar Systems provide certain products and services that are also covered under the manufacturer’s warranty in order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on Client’s manufacturers’ warranty. Client is also responsible for payment for all requested products and services provided by Polar Systems related to the repair, replacement, and maintenance of third party computer hardware and software that may have been otherwise covered under the manufacturer warranties.

(e) **Compliance with Laws.** Client agrees to comply with all applicable laws, rules and regulations when making use of the Services and of its IT systems.

3. **Fees and Payment**

(a) **Fees.** Client shall pay Polar Systems the fees and other amounts set forth in the Schedule(s). Polar Systems will deliver invoices on or shortly after the effective date of the applicable Schedule to Client for any one-time set up fee. Invoices for any recurring monthly Services fee will be delivered approximately fifteen (15) days in advance of the Services. Polar Systems may in its sole discretion require that a portion or all of the amounts due for hardware and software purchases be paid in advance of Polar Systems’ ordering of such hardware or software, and/or on a COD basis. All fees and rates are subject to change by Polar Systems on an annual basis, upon thirty (30) days prior written notice to Client. Also, to the extent any fees are based on charges from third-party providers, such fees may increase upon notice from time to time proportionately based on increases imposed by such third-party providers.

(b) **Rates; Block Time; On-Site Services.** Unless otherwise agreed in a Schedule, Polar Systems’ standard rates will apply to Services, with time billed in 1 hour increments. Client may acquire in advance a block of hours (“**Block Time**”) to use to pay for Services. Trip charges are applicable on all on-site engagements unless otherwise specified. The minimum charge for any on-site engagement is based on a two (2) hour visit plus Polar Systems’ then-current trip charges.

(c) **Terms.** Unless agreed in a Schedule, all invoices are due within ten (10) days after the invoice date. All payments under this Agreement shall be made in United States dollars and are non-refundable. Late payments are subject to interest at the rate of eighteen (18) percent annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client agrees to pay costs of collection, including reasonable attorney’s fees, associated with the collection of overdue amounts hereunder by Polar Systems. Client’s agreement to any Schedule constitutes a valid purchase order for the Services associated with that Schedule including any additional Services performed related to but outside the scope of that Schedule. Invoice terms are subject to Client credit approval.

(d) **Taxes.** Client agrees to pay all federal, state, local and other taxes based on this Agreement, the Services or its use, excluding taxes based on Polar Systems’ net income. If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Polar Systems upon request with a correct copy of Client’s tax-exempt certification.

(e) **Expenses.** Client shall reimburse Polar Systems for all reasonable out-of-pocket expenses incurred by Polar Systems in connection with this Agreement that are approved by Client, including but not limited to travel and shipping expenses

4. **General Client Requirements.** Client will, at its own cost:

(a) Cooperate with and assist Polar Systems in the performance of the Services, and interact with Polar Systems in a professional and courteous manner, including by promptly providing Polar Systems with access to locations, resources, information and the assistance of informed personnel required to carry out the Services hereunder and rebooting servers or monitoring agents upon request of Polar Systems.

(b) Remain solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client data, information, and materials.

(c) If Services are performed at Client’s place of business, furnish full and safe access to Client’s office, network and systems for Polar Systems’ personnel, including parking, internet access, and workspace. Client shall notify Polar Systems of any health or safety hazards that may exist at Client’s location and provide and/or recommend safety procedures to be followed. Polar Systems reserves the right to refuse to provide Services if it believes that conditions are not safe. Outside work will only be performed weather permitting.

(d) Provide any passwords necessary for Polar Systems' personnel to perform requested tasks, including a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems upon Polar Systems' request. Client agrees that in approving a unique administrative password to Polar Systems, Client assumes full responsibility and any liability resulting from that decision, unless due to Polar Systems' willful misconduct or gross negligence.

(e) Maintain and pay for valid licenses, warranties and/or support contracts with respective third-party vendors for hardware, operating software and application software used in its network and systems.

5. Term; Termination.

(a) Term. This Agreement is a master agreement and remains in place unless and until terminated as set forth herein. Each Schedule will: (i) specify its own term, and (ii) other than Schedules for one-time professional services, automatically renew for subsequent annual renewal terms after the end of the initial term of the Schedule, unless a party gives the other party at least thirty (30) days written notice of termination prior to the end of the current Schedule term. If there are no active Schedules in place between the parties, then either party may terminate this Agreement by providing at least ten (10) days written notice of termination to the other party.

(b) Termination for Breach; Suspension. Either party may terminate this Agreement or any Schedule if the other party materially breaches this Agreement or such Schedule and such breach is not cured within thirty (30) days after written notice. Polar Systems may suspend some or all of the Services upon notice to Client if Client materially breaches this Agreement, including but not limited to by not paying any fees or costs due hereunder that are not disputed in good faith by Client by the due date.

(c) Termination for Insolvency. A party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up, or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors; (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.

(d) Liquidated Damages. If Client terminates this Agreement or a Schedule without cause, or if Polar Systems terminates this Agreement or a Schedule due to Client's material breach, then: (i) all fees that would have come due under the applicable Schedule(s) for the remainder of the then-current term of such Schedule(s) shall become immediately due and payable by Client to Polar Systems as liquidated damages, without any further demand by Polar Systems, and (ii) Client shall pay to Polar Systems all pre-paid, documented out of pocket expenses incurred by Polar Systems in reliance on the terminated Services. The parties acknowledge that Polar Systems' actual damages arising from such termination would be difficult to determine with accuracy and, accordingly, have agreed to the foregoing liquidated damages, which the parties acknowledge is a reasonable estimate of Polar Systems' potential losses.

(e) Survival. Sections 5(d), 6, 7, 8, 9(b), 10, 11, 12, 13 and 14 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

6. Intellectual Property

(a) Ownership. Client agrees that Polar Systems and its third party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the software used by Polar Systems in connection with the Services (the "Software"), including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software and any and all copies and updates thereto. Polar Systems reserves all rights to the Services and the Software not specifically granted herein.

(b) Restrictions. Client shall not: (1) use or allow use of the Software or Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) distribute, sublicense, reverse engineer, decompile, disassemble, modify or change any portion of Software or Services, or attempt to do any of the foregoing.

7. Confidentiality

(a) Definition. "Confidential Information" means any business, financial, or technical information or data that is disclosed by one party to the other party pursuant to this Agreement that is marked as confidential or that, due to the nature of the information or circumstances surrounding its disclosure, would reasonably be recognized as confidential. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records. The terms of this Agreement and the Schedules (and information relating to the negotiation of this Agreement and the Schedules), as well as the methodologies and procedures of Polar Systems, shall be deemed the Confidential Information of Polar Systems (excluding information specific to Client).

(b) Confidentiality Obligations. The receiving party agrees: (a) not to, directly or indirectly, use, disclose, or copy the Confidential Information, except to its employees and contractors who have a need to know such information for the purpose of this Agreement; and (b) to protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information, no less than a reasonable standard of care. The receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure.

(c) Remedies. Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.

(d) Termination. Upon the request of the disclosing party, the receiving party will return to the disclosing party or destroy the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that the receiving party may retain Confidential Information in its standard information systems backup programs and as required by law, regulation, or policy, subject to the limitations on disclosure and use hereunder.

8. Third-Party Software Tools and Services. Polar Systems will use various third-party software tools and services (whether procured by Polar Systems or Client, "Third-Party Tools") to assist in providing Services. Certain Third-Party Tools may also be provided to Client by Polar Systems for use by Client in connection with the Services. The parties agree as follows with respect to Third-Party Tools:

- (a) Client agrees to and will abide by all Third-Party Tool license and agreement terms made available to Client by Polar Systems or the applicable vendor. Upon request, Polar Systems will use reasonable efforts to provide Client with links to, or copies of, applicable Third-Party Tool terms.
- (b) Client agrees that Polar Systems is not responsible for any defects in, or issues or damages caused by, any Third-Party Tools (including data breaches caused by any Third-Party Tools).
- (c) Client may use Third-Party Tools supplied by Polar Systems solely in connection with the Services. Client has no right or license to use Third-Party Tools supplied by Polar Systems outside the scope of the Services or after termination of the applicable Schedule, unless otherwise agreed by Polar Systems.

9. **Warranty**

(a) **Limited Warranty.** Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. Polar Systems warrants that the Services will be provided in a professional and workmanlike manner, using qualified personnel. In the event that Client provides notice of a breach of the foregoing warranty within thirty (30) days after the delivery of the Services, Polar Systems will, as Client's sole and exclusive remedy, use reasonable commercial efforts to correct the breach at no additional charge.

(b) **Disclaimer.** Client agrees that: (i) Polar Systems makes no promises or guarantees that it will be able to resolve all issues or "bugs" in any software, systems and technology ("**Systems**"), and (ii) a failure by Polar Systems to resolve any issue or series of issues in any System is not a breach of this Agreement. Polar Systems is in no way liable for defects or "bugs" in any Third-Party Tools or Systems, or for correcting errors introduced into data or software due to failure of Third-Party Tools or Systems, or for any cost of reconstructing software or lost data. Except to the extent set forth in a Schedule, Client has the sole responsibility for securing and backing up its data. **POLAR SYSTEMS IS NOT RESPONSIBLE FOR CLIENT'S FAILURE TO MAINTAIN ADEQUATE BACKUPS, NOR FOR THE COST OF RECONSTRUCTING DATA. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, POLAR SYSTEMS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

10. **Indemnification.** Each party will defend, indemnify and hold harmless the other from and against any and all liability, damages, losses, claims, actions, judgments and costs, including reasonable attorney's fees, for damage to any tangible property and for injury to or death of persons, including employees or agents of such other party performing work under this Agreement, caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its agents or employees.

11. **Limitation of Liability.**

(a) **General.** The parties agree that it is impossible to guarantee: (i) the trouble-free performance and security of computer hardware, software, networks, environments, and systems; (ii) the reliability of any technology or technology-related asset; and (iii) the applicability, outcome or performance of any training or the behavior of any human resources, all regardless of whether procured, provided, installed, managed, supported, administered, trained and/or supervised by Polar Systems, or in any way associated with the Services. Accordingly, Client and Polar Systems agree to the limitations of liability and damages in this Section.

(b) **Limitations.** Client agrees that the maximum aggregate liability of Polar Systems or any of its suppliers relating to this Agreement and the Services shall be limited to the amount of fees actually received by Polar Systems from Client under the applicable Schedule during the prior three (3) months. In no event shall either party or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if a party is told that any of such damages may occur. In no event is Polar Systems liable for any systems related to medical devices, other life-saving devices, real time controls for critical processes, or other systems the failure of which might cause injury or death, including any interface to any such systems. The fees charged by Polar Systems under this Agreement are calculated by specific reference to the levels of liability undertaken by Polar Systems.

(c) **Security.** Polar Systems may provide Services designed to assist in securing Client's technology environment. However, Client agrees that Client remains solely responsible for the security of its organization and its systems, developing its own security policy, and periodically testing its security to make sure it meets the requirements of its security policy. Due to the nature of malicious actors and governments, Polar Systems cannot and does not guarantee or certify the security of any current or future Client systems or networks. Any review or recommendations made by Polar Systems regarding the security of Client's systems and networks are made in good faith but are not guaranteed to be accurate, complete, or successful in securing Client's systems and networks. Any changes made to a Client network or system may have direct or indirect impacts that are negative to security. Polar Systems cannot anticipate every possible consequence of such changes. No Services provided by Polar Systems will include the remediation or restoration of systems affected by a data breach, ransomware or other security events. Polar Systems may in its discretion assist Client with such matters at its standard rates (unless a different fee arrangement is agreed to).

(d) **Cyber Insurance.** Client is specifically advised to obtain appropriate cybersecurity insurance to cover damage caused by data breach, ransomware, and other cybersecurity issues. Client should evaluate and independently determine its coverage needs for its cybersecurity and related insurance. Upon request, Client will provide Polar Systems with information regarding Client's cybersecurity insurance for Polar Systems' records. Polar Systems may in its sole discretion assist Client in Client's applications for cybersecurity insurance, but Client is solely responsible for attesting to the content of its insurance applications. Polar Systems may in its discretion carry its own insurance coverage for cybersecurity or data breaches. Client agrees that any such coverage is not intended to, and will not, cover any intrusions or losses to Client systems or data.

(e) **Assistance with Compliance.** Polar Systems may, as agreed in a Schedule, assist Client in reviewing Client's compliance with the technical aspects of certain laws, regulations, and standards (such as HIPAA and PCI). The parties agree that, in connection with any such Services:

- (i) Polar Systems does not provide any certification services and does not certify Client's compliance with any laws, regulations, or standards.
- (ii) Polar Systems also does not provide any legal services or advice and does not warrant or guarantee that its Services will satisfy any Client compliance or legal obligations. Client is specifically advised to obtain and use legal counsel to provide legal advice regarding Client's compliance requirements and to review the Services and deliverables provided for compliance with laws, regulations, standards, and other requirements.
- (iii) If compliance requirements change during the term of the applicable Schedule, the parties will negotiate in good faith an increase in the fees for providing such compliance-related services.

12. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without consent to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, whether by means of a sale of assets, sale of stock or other equity interest, or merger or other consolidation, so long as such successor agrees in writing to the terms of this Agreement.

13. **Informal Dispute Resolution.** The parties shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' appointed project or account managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute. If the Dispute has not been resolved through negotiation within thirty (30) business days of the initiation thereof, the parties may make a good faith attempt to settle the Dispute by mediation conducted by a mutually agreed mediator.

14. **Other Provisions**

(a) **Security Interest.** Client hereby grants to Polar Systems a security interest in any and all hardware and other items purchased by Client from Polar Systems ("**Deliverables**"), until such time as those Deliverables are paid in full by the Client, in order to secure Clients' obligations to Polar Systems. Client agrees that in the event of default in any payment, Polar Systems shall have, in addition to its rights under applicable law, the right to immediately repossess any and all Deliverables previously sold to Client, but not fully paid for by Client, without further operation of law and without notice to Client. Client further agrees to pay for any and all costs, including attorney's fees, engineering fees and other applicable costs which Polar Systems incurs as a result of said repossession. Client further agrees to execute any additional documents, at Client's expense, to perfect or continue the security interest created by this Agreement.

(b) **Publicity.** Polar Systems may include Client's name and logo in a list of Polar Systems clients and as a user of the Services.

(c) **Independent Contractors.** The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Polar Systems and Client. Client agrees that Polar Systems may use subcontractors to perform Services.

(d) **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following termination of this Agreement, Client shall not, directly or indirectly, solicit, hire or retain as an employee or independent contractor, nor cause to be so solicited, hired or retained, any Polar Systems employee or former employee employed by Polar Systems in a technical or sales position. Client agrees that if Client wishes to hire anyone in violation of this Section, Client will pay to Polar Systems a fee equal to the greater of: (1) \$75,000, (2) such employee's most recent annual salary and bonus and (3) the annual salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.

(e) **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the Contact section of the Cover Page of this Agreement either: (i) by personal delivery; (ii) by certified mail; (iii) by nationally recognized overnight courier; or (iv) by email, so long as email receipt is confirmed. Notice shall be effective upon receipt;

(f) **Entire Agreement; Amendments.** This Agreement (including the Cover Page and all Schedules) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, discussions and agreements between the parties concerning its subject matter. Client acknowledges and agrees that, in entering into this Agreement, Client has not relied on any information or promises that are not in this Agreement. Polar Systems will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect. If there is a conflict between the terms of this Agreement and the terms of a Schedule, the terms of this Agreement shall control unless the Schedule expressly identifies the term(s) of this Agreement being varied.

(g) **Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply this Agreement. The parties submit to the jurisdiction of the state and federal courts sitting in Clackamas County, Oregon, and agree that such courts shall have sole and exclusive jurisdiction over any and all disputes and causes of action involving such parties that arise out of or in connection with this Agreement. In any action brought by a party related to this Agreement, in addition to any other rights and remedies it may have, the prevailing party shall be entitled to collect from the other party its reasonable litigation costs and attorney's fees and expenses.

(h) **Force Majeure.** Except for Client's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by an event outside the reasonable control of such party, including without limitation war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, failure of third-party systems, failure by Customer to perform its obligations under this Agreement (including without limitation failure by Client to provide full and appropriate access to covered equipment), act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, hurricane, earthquake, pandemic, epidemic, flood or other act of God.

(i) **Third-party Beneficiaries.** There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than Polar Systems and Client.

(j) **Severability.** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

(k) **Headings and Counterparts.** Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.

(l) **Electronic Signatures.** The parties agree that this Agreement and all Schedules may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.



STANDARD LABOR RATES

Description	Price
Service Desk Technician (General Services)	\$ 185.00
Network Engineer (General Services)	\$ 210.00
Network Engineer – Advanced Services (Security, Storage, Virtualization)	\$ 250.00
Project Management	\$200.00
vCIO Services	\$250.00
Onsite Travel Charge (round trip within 25 miles radius)	\$ 75.00
Onsite Travel Charge (outside of 25 miles radius) portal to portal per hour	\$ 100.00
Remote support billable in 15 minute increments or on a per incident basis. A 2-hour minimum applies to all on-site service	
PC Deployment – Fixed Fee	\$450.00
Business Hours Standard Hours.....M-F (excluding holidays) 8:00AM-5:00PM After Hours.....M-F, 5:00PM-8:00AM, Saturdays and Sundays, holidays After Hours service rates are 1.5 times the applicable rates, portal-to-portal	
Retainer Service Agreements: Entry Prepaid Labor with 2% discount, 1-hour phone response time, Priority Onsite service scheduling Basic Prepaid Labor with 5% discount, 1-hour phone response time, Priority Onsite service scheduling Advantage Prepaid Labor with 10% discount, 1-hour phone response time, Priority Onsite service scheduling Elite Prepaid Labor with 15% discount, 1-hour phone response time, Priority Onsite service scheduling	 \$ 2,500.00 \$ 5,000.00 \$ 10,000.00 \$ 20,000.00
Non-PolarStar 24x7 Support Access/Emergency Response Access to Network Engineering support after standard hours and emergency response during standard business hours, one number access via 24x7 answering service \$250/month. This requires a yearly contract which provides a telephone response within 1 hour, and escalation to Polar Systems management if a call is not returned. 2 hour minimum billable at the prevailing rate beginning at the time of return call from engineer.	



CITY COUNCIL Staff Report

Meeting Date: 6/5/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jorge Tro, Police Chief
Agenda Item: Consider Ordinance No. 1624: An Ordinance Authorizing the City Administrator to Enter into a Contract with Axon Enterprises in the Amount of \$140,965.04 for the Purchase of Tasers, Equipment, Software, and Services. (*First Reading*)

Summary

The City of Canby Police Department desires to purchase replacement Axon tasers, equipment, and software for all officers.

Background

The Canby Police Department has been using Tasers for about 15 years. Currently we have 6 different smaller contracts for Tasers with Axon Enterprises. This new contract combines our existing contracts and upgrades all our officers to the newest Taser 10 model. This new model integrates with Axon's officer-worn body cameras and activates the cameras when deployed.

Discussion

Tasers give patrol officers a less lethal force option. The new Taser 10 is more advanced than the existing Tasers our officers are currently using. Taser 10's have a longer range, better accuracy and more capacity for safer outcomes when dealing with combative subjects.

Attachments

Ordinance No. 1624

Exhibit A - Axon Enterprises 5-year contract quote for the purchase of thirty (30) Axon Taser 10's.

Fiscal Impact

Total cost over five years is \$140,965.04. The first-year cost of \$26,025.97 is budgeted in the 24/25 budget. Years 2-5 will cost between \$27,000 and \$30,500 per year. Once the contract is executed, it will take approximately 8 months to receive the Tasers due to back log. First payment is not due until we receive the Tasers.

Options

Adopt the ordinance to approve the contract to purchase and implement new Tasers for every patrol officer.

Do not adopt the ordinance and continue our existing contracts and use the older generation Tasers for patrol use.

Recommendation

Staff recommends adoption of Ordinance No. 1624

Proposed Motion

"I move to approve Ordinance No. 1624: An Ordinance Authorizing the City Administrator to Enter into a Contract with Axon Enterprises in the Amount of \$140,965.04 for the Purchase of Tasers, Equipment, Software, and Services to a second reading on June 19, 2024."

ORDINANCE NO. 1624

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH AXON ENTERPRISES IN THE AMOUNT OF \$140,965.04 FOR THE PURCHASE OF TASERS, EQUIPMENT, SOFTWARE, AND SERVICES

WHEREAS, the City of Canby would like to purchase and implement new Taser 10s for all of its officers;

WHEREAS, the City of Canby believes that the implementation of the new Taser 10s will provide safer outcomes when dealing with combative subjects and protect the citizens of Canby as well as the patrol officers in their duties;

WHEREAS, the League of Oregon Cities has awarded a contract to Axon Enterprises through the State of Oregon public procurement process;

WHEREAS, the City of Canby wishes to piggyback on that public procurement process; and

WHEREAS, the City of Canby Police Department has researched and evaluated the new Taser 10 model and have concluded the new model is superior and best suits the needs of our officers.

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 Contract with Axon Enterprises to purchase Tasers, equipment, software and other services for a five-year period. A copy of the Agreement is attached hereto as Exhibit "A."

Section 2. The effective date of this Ordinance shall be July 19, 2024.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 5, 2024, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, June 19, 2024, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of June, 2024, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

EXHIBIT A



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-562874-45440.693KH

Issued: 05/28/2024

Quote Expiration: 05/15/2024

Estimated Contract Start Date: 08/15/2024

Account Number: 110469

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Canby Police Dept. - OR 1175 NW 3rd Ave Canby, OR 97013-3436 USA	Canby Police Dept. - OR 1175 NW 3rd Ave Canby OR 97013-3436 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Doug Kitzmiller Phone: (503) 266-1104 Email: kitzmillerd@canbypolice.com Fax: (503) 266-9316

Quote Summary

Program Length	62 Months
TOTAL COST	\$140,965.04
ESTIMATED TOTAL W/ TAX	\$140,965.04

Discount Summary

Average Savings Per Year	\$7,480.00
TOTAL SAVINGS	\$38,646.66

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$26,025.97	\$0.00	\$26,025.97
Sep 2025	\$27,067.01	\$0.00	\$27,067.01
Sep 2026	\$28,149.69	\$0.00	\$28,149.69
Sep 2027	\$29,275.67	\$0.00	\$29,275.67
Sep 2028	\$30,446.70	\$0.00	\$30,446.70
Total	\$140,965.04	\$0.00	\$140,965.04

Quote Unbundled Price:	\$179,611.70
Quote List Price:	\$149,155.70
Quote Subtotal:	\$140,965.04

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$937.61)	(\$937.61)	\$0.00	(\$937.61)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$6,038.65	\$6,038.65	\$0.00	\$6,038.65
C00010	BUNDLE - TASER 10 CERTIFICATION	30	60	\$98.16	\$81.24	\$75.48	\$135,864.00	\$0.00	\$135,864.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	16	2		\$5.20	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	2		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	2		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	2		\$6.95	\$0.00	\$0.00	\$0.00	\$0.00
80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	2		\$0.50	\$0.00	\$0.00	\$0.00	\$0.00
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	2		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$140,965.04	\$0.00	\$140,965.04

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	2	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	600	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	30	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	90	1	09/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	90	1	09/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	90	1	09/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	90	1	09/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	16	08/15/2024	10/14/2024
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	30	10/15/2024	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	30	10/15/2024	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/15/2024	10/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	08/15/2024	10/14/2024
A la Carte	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	08/15/2024	10/14/2024
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	08/15/2024	10/14/2024
A la Carte	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	08/15/2024	10/14/2024
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	30	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	09/15/2025	10/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1175 NW 3rd Ave	Canby	OR	97013-3436	USA
2	1175 NW 3rd Ave	Canby	OR	97013-3436	USA

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$1,114.90	\$0.00	\$1,114.90
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$173.11)	\$0.00	(\$173.11)
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 1	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 1	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 1	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$25,084.18	\$0.00	\$25,084.18
Total				\$26,025.97	\$0.00	\$26,025.97

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$1,159.49	\$0.00	\$1,159.49
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$180.03)	\$0.00	(\$180.03)
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 2	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 2	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 2	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 2	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$26,087.55	\$0.00	\$26,087.55
Total				\$27,067.01	\$0.00	\$27,067.01

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$1,205.87	\$0.00	\$1,205.87
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$187.23)	\$0.00	(\$187.23)
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 3	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 3	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 3	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 3	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$27,131.05	\$0.00	\$27,131.05
Total				\$28,149.69	\$0.00	\$28,149.69

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$1,254.11	\$0.00	\$1,254.11
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$194.72)	\$0.00	(\$194.72)
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 4	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 4	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 4	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 4	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$28,216.28	\$0.00	\$28,216.28
Total				\$29,275.67	\$0.00	\$29,275.67

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$1,304.27	\$0.00	\$1,304.27
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$202.51)	\$0.00	(\$202.51)
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 5	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 5	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 5	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 5	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$29,344.94	\$0.00	\$29,344.94
Total				\$30,446.70	\$0.00	\$30,446.70

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-326887, Q-308523, Q-288695, Q-438010, Q-312189, Q-236126

Agency is terminating those contracts effective 08/15/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$5,101.03 to the quote for delivered but unpaid items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:Q-308523

INUS232477 \$2,940.00

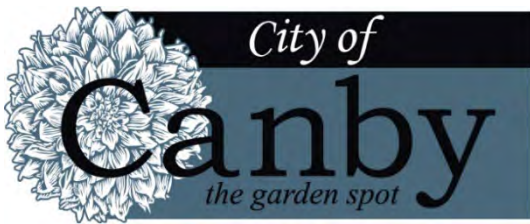
INUS218840 \$5,151.20

Signature

Date Signed

5/28/2024





CITY COUNCIL Staff Report

Meeting Date: 6/5/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jorge Tro, Police Chief
Agenda Item: Consider Approval of the City Administrator to sign the Intergovernmental Agreement between the City of Canby and the City of Molalla's Police Department to provide Behavioral Health Specialist Services

Summary

Enter into an Intergovernmental Agreement with the City of Molalla to provide Behavioral Health Specialist Services.

Background

The Canby Police Department currently employs a full-time Behavior Health Specialist to assist individuals suffering from a mental health crisis. This position has been an invaluable resource for our city and residents. The City of Molalla requested to share this position with them on a part-time basis (25%).

Discussion

The City of Molalla will be receiving funds from a Clackamas County Homelessness Initiative Grant to provide behavioral health services to their community. They have approached the City of Canby regarding the possibility of sharing our Behavior Health Specialist with them on a part-time, 10 hours per week, basis. The City of Molalla, through the grant, would reimburse City of Canby approximately \$60,000 per year for the next three years (30% of the Behavior Health Specialist position's salary and benefits) for these services.

After discussions with our Behavior Health Specialist and the Molalla Police Chief, we believe this arrangement can be accomplished and would be a benefit to both cities.

Attachments

Intergovernmental Agreement with the City of Molalla.

Fiscal Impact

The City of Canby will receive approximately \$60,000 per year for 3 years from the City of Molalla through the Clackamas County Homelessness Initiative Grant.

Options

Reach a consensus on agreement with the City of Molalla to provide Behavioral Health Specialist Services.

Do not provide Behavioral Health Specialist Services to the City of Molalla.

Recommendation

Staff recommends entering into this agreement with the City of Molalla to provide Behavioral Health Specialist Services.

Proposed Motion

“I move to approve the City Administrator to sign the Intergovernmental Agreement between the City of Canby and the City of Molalla’s Police Department to provide Behavioral Health Specialist Services.”

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CANBY, through its POLICE DEPARTMENT, and
THE CITY OF MOLALLA, through its POLICE DEPARTMENT**

Behavioral Health Specialist Services

THIS AGREEMENT is made and entered into on this ____ day of June, 2024, by and between the CITY OF CANBY, an Oregon municipal corporation (hereinafter "Canby"), acting through its Police Department ("CPD") and the CITY OF MOLALLA, an Oregon municipal corporation (hereinafter "Molalla"), acting through its Police Department ("MPD").

RECITALS

- A. CPD provides behavioral health crisis assessment and intervention services through specialized professionals employed by CPD.
- B. MPD seeks to provide behavioral health crisis assessment and intervention services to individuals experiencing mental health crises when involved with the MPD.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

- 1. **Term.** This Agreement is effective July 1, 2024, and shall continue through June 30, 2027, or until sooner terminated by mutual agreement of the parties, or as provided elsewhere in this Agreement.
- 2. **Nature of Services.** A Behavioral Health Specialist (BHS) is a mental health professional, trained and certified to work with police divisions to provide crisis assessment, diversion intervention, case management, support, and referral services to individuals in need who are identified through the police department as frequently accessing or needing police services due to mental illness.
- 3. **Employment Status.** The BHS will remain a CPD employee, and is thus under CPD's supervision, labor agreements and control. The BHS shall not perform any work that would be outside the normal scope of the BHS duties with CPD, without CPD's written permission. CPD will be responsible for compensating the BHS (including all salary, PERS contributions, worker's compensation, and other employee benefits), and managing the BHS's employment as an employee of Canby.
- 4. **Equipment.** The BHS will primarily utilize CPD equipment, e.g., vehicle or computer technology, while performing behavioral health services. Upon request, MPD may loan equipment to the BHS, which shall be returned to MPD in accordance with MPD policies and procedures.

5. Trainings.

- a. MPD, in consultation with CPD, shall provide to MPD's patrol officers and other MPD staff the training that MPD determines is necessary to enable the BHS to safely work with MPD staff while in the field. MPD will attempt to train all MPD's patrol officers through an approved CIT program.
- b. The BHS will provide periodic training in de-escalation, mental health crisis and awareness and other relevant mental health related topics they deem appropriate. MPD is encouraged to provide trainings for their staff as may be recommended by the BHS.

6. BHS Functions. The primary functions of the BHS under this Agreement are to:

- a. Engage with community members with perceived mental illness, emotional instability or behavioral health concerns and link them to appropriate resources in order to divert them from incarceration, hospitalization, or unnecessary reliance on MPD resources.
- b. Enhance MPD staff skills by providing formal and informal training and education through participation in mental health crisis and awareness training and in-person consultation.

7. Procedures, Responsibilities and Roles.

- a. MPD staff will generate referrals for BHS' services. The BHS may respond to an assistance call either alone, or, if either the BHS or MPD perceives a risk to the response, accompanied by a MPD officer.
- b. The BHS is authorized to transport individuals, and officers, provided that the transport is voluntary and the individual is in behavioral control. The BHS cannot accept custody from MPD staff and cannot provide involuntary transportation. Transporting individuals is at the sole discretion of the BHS.
- c. The BHS will not be expected to physically participate in what either MPD or BHS determines to be an unsecured scene; however, the BHS may provide services in such situations telephonically or via radio to consult with MPD in live negotiations.
- d. On rare occasions the BHS may accompany the perceived mentally ill individual and the MPD staff to the hospital to communicate the clinical information to the hospital staff. MPD should not expect this service to be provided with any frequency.
- e. The BHS will be available to respond to BHS calls in both cities while on duty. The BHS will not be expected to leave an ongoing high priority response, whether an CPD or MPD response, to attend another request by

either party prior to completing their current assignment. If simultaneous calls for response occurs in both cities, BHS will determine priority based on the severity of the call.

8. Scheduling.

- a. The desired times of behavioral health services shall be requested by MPD and approved by CPD. CPD may also rearrange the scheduled work time, upon approval by MPD. In the event of eminent or immediate need of BHS services by CPD, CPD may suspend the behavioral health services during such times as CPD, in its discretion, determines.
- b. The shift for behavioral health services is Tuesday – Friday, 10am – 8pm. The BHS will spend a total of 10 hours per week at MPD. The actual times will be flexible due to workload and call volume. During this time the BHS will connect with community members, officers and be available for training. Approved time off will be divided in a 75/25 split between departments.
- c. Outside of the above-referenced shift, in the event of a mental health crisis, MPD will have access to 24/7 Crisis Support by calling the BHS at home. Determination will be made with the BHS and on-call MPD supervisor if in-person response is needed; however, the BHS and CPD supervisor will have final say if there is a conflict. If a callout results in overtime, MPD will reimburse CPD the cost at the overtime rate of the BHS.

9. Communication.

- a. The BHS will attend MPD roll call shifts once per week as scheduling permits.
- b. MPD will appoint a program liaison to help the BHS navigate the MPD, address the needs of their working conditions and successfully perform their duties while working with MPD.
- c. The BHS will be responding to requests from both CPD and MPD. In the event of conflicting time-sensitive requests, the BHS, CPD and MPD will negotiate with each other the priority of requests and will communicate with each other the best way to provide service to the member of the community. CPD shall make the final determination.
- d. CPD, MPD and the BHS will meet periodically to address concerns and systems issues. Additional meetings may be scheduled if needed as determined by any of the parties to this agreement.

10. Compensation.

- a. In the first year of this Agreement, MPD, through the Clackamas County Homelessness Initiative Grant, will compensate CPD thirty percent (30%) of the BHS' total compensated wages, including all roll up costs

for PERS, insurance and salary. This compensation amount is attached hereto and incorporated herein as Exhibit A. This amount shall be paid within thirty (30) days of execution of this Agreement.

- b. For the second and third year, CPD will provide MPD the compensation amount (30% of the BHS' total compensated wages) by July 1. This amount shall be paid by August 1 or within thirty (30) days of MPD's receipt of the compensation amount if CPD provides the notice after July 1.

11. Liaison Responsibility.

- a. The CPD Police Chief or designee will act as liaison to MPD for disputes or concerns.
- b. The MPD Police Chief or designee will act as liaison to CPD for disputes or concerns.

12. Confidentiality. Unless a disclosure is otherwise required by law, parties agree that the MPD, its agents and employees shall maintain the confidentiality of any participant records or other participant identifying information, written or otherwise, with which they may come in contact, to the extent required by all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, parties acknowledge the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agree that the party, its agents and employees will comply with any applicable requirements of HIPAA and state law related to the confidentiality of participant records or other participant identifying information. (In addition, because CPD and its employees are subject to HIPAA, if HIPAA is not applicable to MPD, MPD shall nevertheless follow the practices and procedures of HIPAA the same as if it were applicable with respect to medical records relating to the services performed under this Agreement.)

13. Amendments. This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by the authorized persons of each entity.

14. Termination.

- a. This Agreement may be terminated or suspended by either party upon the material non-compliance by the other party with any of its obligations under this Agreement. Notice of suspension or termination shall be by written notice from one party to the other, and shall be effective immediately upon notice, or at a later date specified in the notice.
- b. This Agreement may also be terminated in the sole discretion of either party upon 90 days written notice to the other party.

- c. If terminated prior to the completion of the term of this Agreement, MPD will pay for the services rendered by the BHS up to the termination date.
- d. Termination shall be the sole remedy for any claim of inadequate or insufficient performance of work. MPD shall not be entitled to any damages from CPD or from the BHS for inadequate or insufficient performance of work.

15. Indemnification. Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, including reasonable attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any negligent act, error or omission by the indemnifying party or its agents and employees in connection with the performance of this Agreement.

16. Notice. Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties as follows:

Canby: City Administrator
 City of Canby
 PO Box 930
 Canby, Oregon 97013

Molalla: City Manager
 City of Molalla
 117 N. Molalla Ave.
 Molalla, Oregon 97038

City of Canby

City of Molalla

 Eileen Stein, City Administrator

 Dan Huff, City Manager

 Date

 Date

EXHIBIT A

In the first year of this Agreement, MPD, through the Clackamas County Homelessness Initiative Grant, will compensate CPD thirty percent (30%) of the BHS' total compensated wages, including all roll up costs for PERS, insurance and salary. This compensation amount is attached hereto and incorporated herein as Exhibit A. This amount shall be paid within thirty (30) days of execution of this Agreement.

Behavior Health Specialist Salary and benefits (24/25):

Wages = 109,668

Insurance = 31,488

FICA = 13,833

PERS = 18,768

Fringe = 1,450

Total = 181,874

City of Molalla Total (30%) = \$54,562