

ORDINANCE NO. 1229

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CYNTHIA THOMPSON OF BCB CONSULTING FOR PROFESSIONAL SERVICES FOR INTERIM MANAGEMENT OF CANBY AREA TRANSIT SERVICE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby currently has need of interim management services for Canby Area Transit to prepare and submit grants, monitor existing grants, assist with budget analysis and development, assist with future planning, and other such activities until such time as a permanent Transit Manager is selected by the City; and

WHEREAS, the City wishes to employ Cynthia Thompson of BCB Consulting, as an independent contractor under a personal services contract for the purpose of carrying out the these activities; and

WHEREAS, Cynthia Thompson of BCB Consulting has proposed a personal services contract which is acceptable to the City; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules set forth in Ordinance No 1170 and Resolution No. 897, Exhibit A, Section 6 B (7), the city may enter into personal service contracts not exceeding \$75,000.00 by direct appointment without competition; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposal, reviewed the staff report and finds that the contract is in the best interest of the City to enter into; now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

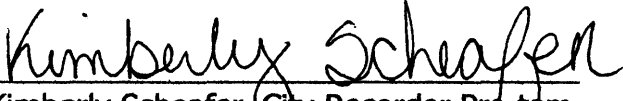
Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Cynthia Thompson of BCB Consulting, the copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Emergency Declared.

It being necessary for the health, safety, and general welfare of the citizens of Canby that this master plan be completed as soon as possible, an

emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

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

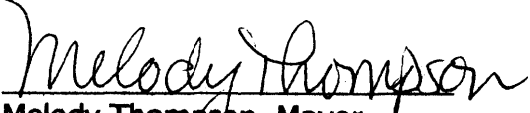


Kimberly Scheafer, City Recorder Pro-tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 7th day of February 2007, by the following vote:

YEAS 5

NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer, City Recorder Pro-tem

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and BCB CONSULTING through CYNTHIA THOMPSON (Contractor).

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

The Parties Agree as Follows:

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

Reviewed by JNR 11-5-06

supervision of the Transit Department with day to day oversight provided by the Beth Saul. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes. Contractor will provide proof of such coverage to the City, upon request.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City.
7. Term.
- A. This Agreement shall terminate upon completion of all work tasks unless terminated previously by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.

3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained with the following limits:
 - A. Liability - \$500,000.00

The City may require current copies of insurance certificates.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.

11. Limitation of Liability. Any and all liability or claims for damages, costs of defense or expenses will be limited to a sum not to exceed One Hundred Thousand Dollars (\$100,000), or the amount of its fee, whichever is greater on account of any injury or damage to persons or property arising out of any design defect, error, omission or professional negligence.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered.

If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

CITY: Beth Saul
City of Canby
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Cynthia Thompson
BCB Consulting

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

CONTRACTOR: Cynthia Thompson CITY OF CANBY: Beth Saul
By: Cynthia Thompson By: Beth Saul
Date: 12/6/04 Date:

**City of Canby
Canby Area Transit**

Scope of Work

December 2006-January 2007

BCB Consulting agrees to provide the following products and services to the City of Canby, Canby Area Transit.

Deliverables

• **Transit Management**

➤ **Operations**

- Review OHAS contract and services and make recommendations
- Assist with day to day operations as needed
- Manage and work with City and OHAS management and staff.

• **Financial Management**

➤ **Grants**

5310, 5311, Special Transportation Fund (STF) grants

- Review, prepare, and submit necessary grant reports and grant applications.
 - 5310 & STF/Innovative grant application due December 20th, 2006, BCB will take necessary steps to ensure these applications are completed and submitted by the December 20th deadline.
- Contact appropriate representatives for the various grant funds and take appropriate steps to ensure Canby is well represented in the funding process for each grant.
- Attend necessary funding review committee meetings and other pertinent meetings
- Educate and train Tracy on transit grants and grant management to the extent possible during this contract period.

➤ **BETC**

- Review existing BETC application and assess current situation. If possible take steps to complete any BETC application if due and take steps to secure BETC pass through partner(s).
 - BCB will make every attempt to secure approval from the Dept of Energy if necessary and to secure a partner, yet it appears this may be more complex than appears on the surface. BCB will work closely with City staff as we work through this process.

➤ **Contracts**

- Review transit contracts and make necessary recommendations

➤ **Budget**

- Review existing budget and make necessary recommendations for fiscal year 07/08 budget.
- Assist in preparation of 07/08 budget if required

- **Community Relations/Marketing**
 - **Internal**
 - Attend City Council meetings as required
 - Attend city staff meetings, planning meetings etc. as necessary.
 - **Community Relations**
 - Evaluate and recommend a public relations approach during this transition period and during the recruitment process for a new Transit Director for CAT if desired by the City manager.
 - **Peer Relations**
 - Maintain contact with community transit partners, local, regional, and state transportation agencies and any other pertinent organizations.
- **Planning**
 - Review assess and make recommendation on the CAT strategic plan
- **Recruitment Process**
 - Advise and assist management during the recruitment process for a new CAT Transit Director.

Contract Attachment B

City of Canby

Canby Area Transit Personal Services Contract with BCB Consulting, Cynthia Thompson

Payment Schedule:

A \$2500 retainer will be paid upon signing this contract and payments of \$2500 will be paid on the 20th of December, and on the 5th, and 20th of January. The remaining balance of \$4000 will be paid upon completion of deliverables outlined in the scope of work (Attachment A). Additional work beyond the agreed upon scope may be negotiated individually at the contractor's hourly rate of \$100/hour or at a negotiated project rate.