

## ORDINANCE 1275

### **AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A PERSONAL SERVICES CONTRACT WITH BETH SAUL FOR MANAGEMENT OF SPECIAL PROJECTS; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Canby wishes to contract out certain special management projects; and

**WHEREAS**, the City wishes to employ Beth Saul as an independent contractor under a personal services contract for the purpose of professional management of special projects involving the library, park planning, fleet department processes, swim center and various administrative projects; and

**WHEREAS**, Beth Saul, an experienced public manager with over thirty years of experience has proposed a scope of work for these services 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 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,

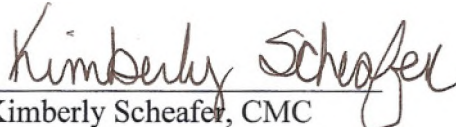
#### **THE CITY OF CANBY ORDAINS AS FOLLOWS:**

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 Beth Saul for the above named projects and additional assistance as needed. The copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

#### Section 2. **Emergency Declared.**

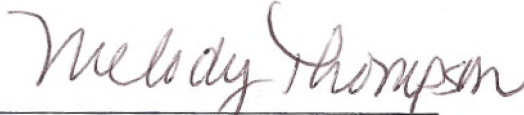
It being necessary for the health, safety and general welfare of the citizens of Canby that these services be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 18, 2008 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, July 2, 2008, commencing at the hour of 7:30 P.M. in the Council Chambers at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

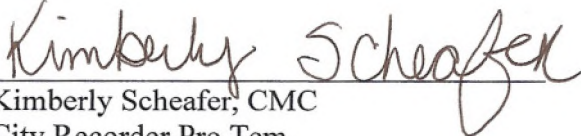
  
\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder Pro-Tem

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on July 2, 2008 by the following vote:

YEAS 5      NAYS 0

  
\_\_\_\_\_  
Melody Thompson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder Pro Tem

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and BETH SAUL, (Contractor).

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

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby business license for conducting business in the City.**
- 3. Compensation:
  - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "B" attached hereto. Contractor agrees that \$54,000.00 is the not to exceed price of this contract, without prior written approval from the City.
  - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.

4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
  - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
  - A. This Agreement may be terminated by:
    1. Mutual written consent of the parties.

2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
  - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
  - b. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
9. Insurance. City agrees to list Contractor as named insured on City's general liability insurance; no other insurance is required of Contractor.
10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If

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

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

CONTRACTOR: Beth Saul, Contractor  
PO Box 808  
Beavercreek, OR 97004

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

CONTRACTOR:  
By: [Signature]  
Date: 7/7/08

CITY OF CANBY:  
By: [Signature]  
Date: 7/2/08

Approved as to form:  
[Signature]

## EXHIBIT "A"

### Beth Saul, Management Consulting

#### Proposed Scope of Work for City of Canby 2008-2009 Fiscal Year

**Fleet Services: \$5,000**

Continue to implement the Fleet software project, including developing new office processes and procedures and written policies to govern the operations of the department. This to be done in concert with Dwayne Barnes, Public Works Director, to assist him with the integration of Fleet Services into the Public Works division. (10%)

**Library: \$24,000**

Provide professional and managerial oversight of library operations both remotely and on site. Professional activities will include ordering library materials, providing reference services when necessary, collection management, and coordination with the Library Information Network of Clackamas County throughout the election and aftermath. Managerial activities will include weekly interaction with the library staff and availability both during and after business hours by phone or email to handle whatever issues may arise in the operation of the library. (40%)

**Park Planning: \$15,000**

Continue to work with Project Planner Matilda Deas on the future funding and governance project for Canby area parks and recreation to meet the City Council goal in this area. Conduct public meetings, research options, coordinate with CAPRD, Clackamas County, Canby School District, Canby Kids, YMCA and other stakeholders to bring about viable solutions for consideration by the citizenry. In addition, continue to work on City of Canby park planning projects by assisting the Project Planner with development of the Willamette Wayside, updating of the Park Master Plan and Acquisition Plan, and any other long range planning activities involving parks and open space. (30%)

**Swim Center: \$5,000**

Provide managerial oversight of the Swim Center both on site and by phone and email as needed throughout the year. Assist the staff with budgeting and staffing issues as needed and coordinate the future planning for the Swim Center with the above park funding and governance activities. (10%)

**Miscellaneous managerial/administrative support as assigned by City Administrator: \$5,000**

This could include assistance with a city newsletter, writing projects such as white papers, research projects, assistance with public processes or meetings, etc. (10%)

## **EXHIBIT "B"**

### **Beth Saul, Management Consulting Payment Schedule FY 2008-2009**

The total charge for services outlined in the Scope of Work shall be \$54,000 that shall be paid monthly in the amount of \$4,500.00. An invoice and brief report of activities conducted each month will be provided. Additional projects, or extra service hours beyond those estimated in the scope of work, may be negotiated on a project by project basis.

Access to office supplies and office equipment is assumed for the contractor, and any costs that require outside services (such as printing large quantities) will be pre-approved before being incurred and reimbursed.

Checks should be made out to:

Beth Saul

PO Box 808

Beavercreek, Oregon 97004

503.201.2840