

**ORDINANCE NO. 1311**

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

**WHEREAS**, the City of Canby currently has need of 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 Transit Manager is employed by the City; and

**WHEREAS**, the City currently employs Cynthia Thompson of BCB Consulting, as an independent contractor to manage the Canby Area Transit Service and wishes to continue 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 an extension of existing 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 E (1), the city may extend existing personal service contracts not exceeding \$75,000.00 by direct appointment without competition where the additional amount to extend the existing contract does not increase the contract by more than 25%; 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 extension with Cynthia Thompson 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 there be no interruption in service for the Canby Area Transit program, 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 17, 2009, 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 1, 2009, commencing at the hour of 7:30 PM in the Council Meeting Chambers at Canby City Hall located at 155 SW 2<sup>nd</sup> Avenue in Canby, Oregon.

  
\_\_\_\_\_  
Kimberly Scheafek, CMC  
City Recorder

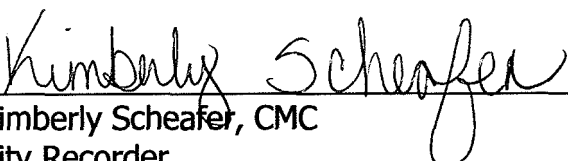
**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 1<sup>st</sup> day of July, 2009, by the following vote:

YEAS 5

NAYS 0

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

ATTEST:

  
\_\_\_\_\_  
Kimberly Scheafek, CMC  
City Recorder

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and BCB CONSULTING (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. 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 for services provided as set forth in Exhibit "B". Contractor agrees that \$92,616.00 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 Transit Department with day to day oversight provided by 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. 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. With the exception of JWL Consulting, 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 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 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 services are no longer required
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
9. Insurance. Insurance shall be maintained with the following limits:
  - A. Liability - \$1,000,000.00 combined single limit, bodily injury/property damage, including automobile coverage for any vehicle used for city business.

The City shall be named as additional named insured on all required Policies. The City may require current copies of insurance certificates. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by contractor's negligence or neglect connected with the Agreement.
10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and

conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.

11. 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~~ *Melody Thompson, Mayor*  
City of Canby  
PO Box 930  
182 N. Holly Street  
Canby, OR 97013

CONTRACTOR:

Cynthia Thompson  
BCB Consulting  
1216 NW 25<sup>th</sup> Avenue  
Portland, OR 97210

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

CONTRACTOR:

*Cynthia Thompson*

By:

Date:

CITY OF CANBY:

*Melody Thompson*

By:

Date: *7/1/2009*

Approved as to Form

*John Kelley*  
John Kelley  
City Attorney

*City of Canby  
Canby Area Transit*

***Scope of Work***

July 1, 2009 – June 30, 2010

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

***Deliverables***

- **Transit Management**

BCB representatives agree to be available by phone forty hours per week and to provide a management presence at the CAT office a minimum of seventy-two hours per month. BCB staff will attend any required City Council, Advisory Committee, and staff meetings.

- **Operations**

- Monitor OHAS contract and services and make necessary adjustments and recommendations.
- Weekly oversight of CAT day to day operations
- Manage and work with City and OHAS management and staff.

- **Service Delivery**

- Oversee implementation of route changes as proposed in the Transit Master Plan
- Revise schedules, brochures, collateral materials to reflect changes
- Oversee CAT participation in the Clackamas County Fair

- **Financial Management**

- **Grants**

5311, Special Transportation Fund (STF) grants, 5309, JARC, and New Freedom

- Review, prepare, and submit necessary grant reports and grant applications.
  - 5311 grant application due March/April, 2010
  - STF Formula Funds due April/May 2010
  - STF Discretionary Grant due date yet to be determined
  - 5309 Federal Earmark requests for 2010
- 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 - PTAC, OTA, OTC, TMAC, JPACT, TPAC.
- **ARRA grant implementation is not included in this scope of work**

- **BETC**

- Prepare preliminary BETC certification application for two project periods from August 1 09 – June 30, 2010.
- Prepare Final BETC application for period ending July 30, 2009
- 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 Dept of Energy and city staff as we work through this process.
- **Contracts**
  - Review transit contracts and make necessary recommendations
- **Budget**
  - Monitor and administer 09/10 budget
  - Develop & submit 10/11 budget
- **Community Relations/Marketing**
  - **Internal**
    - Attend City Council meetings as required
    - Attend city staff meetings, planning meetings etc. as necessary.
  - **Community Relations**
    - Attend community meetings and promote CAT and CAT services
  - **Peer Relations**
    - Maintain contact with community transit partners, local, regional, and state transportation agencies and any other pertinent organizations.
- **Transit Advisory Committee**
  - Facilitate Quarterly Transit Advisory Committee Meetings
  - Prepare agenda's and respond to committee requests
  - Ongoing communication with TAC members



**EXHIBIT "B"**

# BCB Consulting, Inc.

Contract # \_\_\_\_\_

July 1, 2009

The following is an agreement for contract services between Cynthia Thompson of BCB Consulting, Inc. (BCB) and the City of Canby for the period between July 1, 2009 and June 30, 2010. This contract may be extended at the request of the City of Canby.

**Scope:**

The scope of work, with deliverables and timelines, are attached to this letter of agreement.

**Fee:**

BCB Consulting Inc. professional services rate is \$110 per hour. For the purposes of this contract BCB Consulting will provide professional transit management services for a flat fee of \$7,718 per month for the scope of work as described in the attachment.

**Payment Schedule:**

BCB will submit an invoice for the entire contract period and the City of Canby will issue bi-monthly checks for \$3859 on the 15<sup>th</sup> and 30/31<sup>st</sup> of the month to coincide with normal City of Canby billing cycle

**Additional Work:**

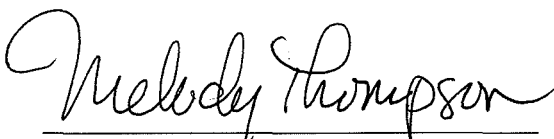
Additional work beyond the agreed upon scope may be negotiated individually at our hourly rate or at a negotiated project rate.

**Termination:**

This contract may be terminated under the following conditions: a) by written mutual agreement of both parties, b) upon fifteen (60) calendar days' written notice by either party to the other of the intent to terminate, or c) immediately on breach of the contract.

Agreed to by:

  
\_\_\_\_\_  
Cynthia Thompson, BCB Consulting, Inc.

  
\_\_\_\_\_  
City of Canby