

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (**Agreement**) is entered by and between the City of The Dalles, a municipal corporation of the State of Oregon, (**City**) and Cannon Service Solutions, an Oregon sole proprietorship (**Contractor**).

WHEREAS, Contractor's sole proprietor, Alice Cannon, has been employed by the City as its Community Development Director since August 2020;

WHEREAS, Contractor's sole proprietor will be leaving City employment effective July 22, 2022;

WHEREAS, the City has ongoing and pending planning, urban renewal, and related matters requiring Contractor's sole proprietor's assistance beyond July 22, 2022;

WHEREAS, the City desires to retain the services of Contractor as a subject-matter expert to provide professional services related to ongoing and pending planning, urban renewal, and related matters; and

WHEREAS, Contractor desires to render the professional services described herein as an independent contractor for the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. The term of this Agreement (**Term**) commences on **August 1, 2022**, and expires naturally on **December 30, 2022**; provided, however:
 - a. the City may exercise an option to extend the Term for an additional four (4) months at its discretion and upon Contractor's written consent to the extension achieved through an amendment to this Agreement;
 - b. the Parties may mutually terminate this Agreement at any time by a mutually executed writing and there shall be no penalty for such early termination;
 - c. Contractor may terminate this Agreement with thirty (30) days' written notice to the City and there shall be no penalty for such early termination; and
 - d. the City may terminate this Agreement at any time by a unilaterally executed writing. If the City terminates this Agreement pursuant to this Section 1(d), the City shall pay Contractor for its actual and approved professional services rendered through the termination date.
2. Contractor agrees to perform the professional services listed in the *Scope of Work* (dated July 18, 2022) attached to and made part of this Agreement as Exhibit "A". The Scope of Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all

subordinate tasks not specifically referenced in Exhibit “A” but necessary to fully and effectively perform those specifically referenced tasks. Contractor shall provide all labor, equipment, materials, expertise, tools, supplies, insurance, and licenses necessary to perform all work contemplated by this Agreement at its expense.

3. The City agrees to compensate Contractor for the rendition of professional services herein at the rate of *one-hundred dollars and zero cents per hour (\$100.00/hour)*. Payment shall be made in monthly installments based upon Contractor’s detailed invoice, subject to approval by the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the invoice date. The City’s payment of an invoice shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the invoice date. Contractor agrees to perform no more than *fifteen hours per week (15 hours/week)* of compensable work under this Agreement. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during fiscal year 2022-2023.
4. The City agrees to reimburse Contractor for approved mileage and incidental costs connected with Contractor’s provision of professional services herein. Any reimbursements incurred by Contractor in a given month shall be reflected on Contractor’s monthly invoice as additional costs. Contractor will be reimbursed for approved mileage traveled at a rate based upon the 2022 Internal Revenue Service business mileage deduction rate of *fifty-eight and one-half cents per mile driven (58.5 cents/mile)*. Incidental costs calculated as part of any requested reimbursement shall be reasonably approved by the City prior to payment.
5. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an *employer-employee* relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of providing the professional services herein.
6. Contractor shall obtain and maintain in effect during the Term a policy or policies of Professional Liability (Errors and Omissions) insurance with a total limit of \$1,000,000. Contractor shall provide evidence of said policy or policies to the City prior to the provision of professional services herein by delivering a certificate or certificates of insurance to the City’s Human Resources Director before the Term commences and naming the *City of The Dalles* as an additional insured.
7. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable in whole or in part to Contractor’s acts or omissions in the performance of this Agreement; provided, however, in no event shall Contractor indemnify against the City’s sole negligence.

8. All work performed pursuant to this Agreement shall be performed according to the terms and conditions herein. This Agreement represents the entire and integrated understanding of its Parties and supersedes all prior negotiations, representations, or written or oral agreements. This Agreement may be amended or added by a mutually executed written agreement. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties. The Parties agree all disputes connected with this Agreement or its performance shall be heard by the Wasco County Circuit Court and shall be construed under the laws of the State of Oregon.
9. Notices pursuant to this Agreement shall be given by electronic mail and addressed:

To the City:

Matthew Klebes
City Manager
City of The Dalles
mklebes@ci.the-dalles.or.us

To Contractor:

Alice Cannon
Principal
Cannon Service Solutions
alice@cannonservicesolutions.com

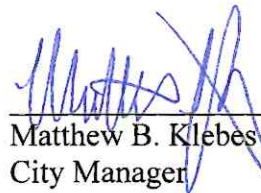
With a copy to:


Joshua Chandler
Interim Community Development Director
City of The Dalles
jchandler@ci.the-dalles.or.us

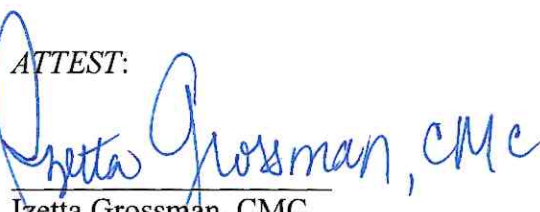
IN WITNESS WHEREOF, the Parties have executed this **PROFESSIONAL SERVICES AGREEMENT** this ____ day of July, 2022.

CITY OF THE DALLES

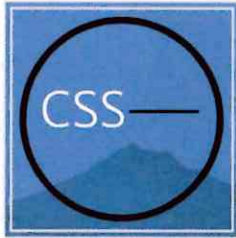
CANNON SERVICE SOLUTIONS


Matthew B. Klebes
City Manager


Alice Cannon
Principal

ATTEST:

Izzetta Grossman, CMC
City Clerk

July 18, 2022



CITY OF THE DALLES URBAN RENEWAL AND PLANNING PROJECT MANAGEMENT SERVICES

SCOPE OF WORK

Overview

The City of The Dalles (hereinafter, “City”) has retained Cannon Service Solutions (hereinafter, “the Consultant”) to provide project management services for the Urban Renewal and Planning programs during a period of staffing transition.

Consultant will focus on eight primary tasks during the duration of the contract:

Tasks

- 1) Urban Renewal Grant Marketing and Administration:
 - a. Finalize draft Urban Renewal Application Materials and Grant Agreement.
 - b. Market the program to business and property owners within the Urban Renewal Area.
 - c. Answer customer inquiries about the program.
 - d. Process grant applications and prepare decision documents for the Interim Community Development Director and City Manager’s review and approval. Prepare Urban Renewal Board staff reports for those projects requiring Board approval.

2) First Street Urban Renewal Capital Project Management:

- a. Coordinate project progress with design consultant, KPFF; project management consultant, HDR; Oregon Department of Transportation; and City Public Works Department staff.
- b. Prepare project recommendations for Interim Community Development Director and City Manager Review;
- c. Draft Urban Renewal Board and City Council Staff Reports for consideration of any decision milestones associated with the project.

3) Urban Renewal Public/Private Development Project Management -- Tony's Building Demolition

- a. Coordinate Business Oregon Brownfield Clean-Up Fund grant decision and anticipated award of funds to defray costs of asbestos abatement in the potential amount of \$250,000 to \$400,000.
- b. Finalize Request for Proposal (RFP) for Building Demolition contractor, following notification of Business Oregon grant application decision.
- c. Advertise Request for Proposal.
- d. Score Proposals, coordinating with City staff, and City's Brownfield Consultant -- Stantec.
- e. Award Contract through City Council procedures; and
- f. Schedule Building Demolition
- g. Review invoices and grant documentation for approval by the Interim Community Development Director or City Manager.

4) Urban Renewal Program Management:

- a. Prepare URAB Monthly meeting agendas, review meeting minutes, research and prepare staff reports for review and approval of the Interim Community Development Director and City Manager.

5) Draft a City-Wide Request for Proposal (RFP) document for review by City Attorney:

- a. Prepare first draft document for City Attorney to review.
- b. Arrange for coordination with City Public Works staff through City Attorney and City Manager.

6) Vision 2040 Coordination to Completion and City Council Adoption

