

RESOLUTION NO. 08/09-12
CITY OF DAYTON, OREGON

Title: *Personal Services Agreement for Records Archivist Services,
July 1, 2008 thru June 30, 2009*

WHEREAS, the City of Dayton finds that it wishes to continue to utilize the services of an outside consultant for the purpose of serving as City Records Archivist;

WHEREAS, the City Council acts as Local Contract Review Board for the City of Dayton under Dayton Municipal Code 1.10; and

WHEREAS, under ORS 279.011(6) contracts for personal services are not by definition subject to the competition requirements of ORS Chapter 279, Public Contracts and Purchasing; and

WHEREAS, the City Council, acting as Local Contract Review Board, has determined that Records Archivist services are personal services under ORS 279.011(6); and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Dayton, Oregon:

- 1) **THAT** the Mayor is authorized to execute the Personal Services Agreement for Records Archivist (attached hereto as Exhibit A and by this reference made a part hereof) on behalf of the City, which will be bound by its terms;
- 2) **THAT** this resolution shall become effective immediately upon adoption.

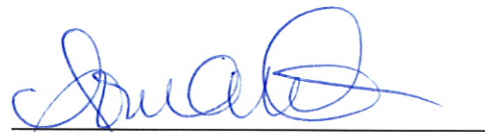
ADOPTED this 7th day of July, 2008.

In Favor _____ Dickson, Evers, Hensley, White _____

Opposed _____ None _____

Absent _____ Blackburn, Hutchins, Webb _____

Abstained _____ None _____

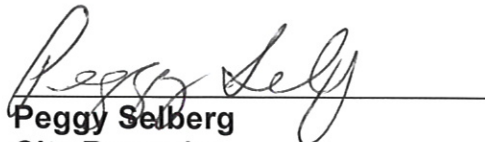


Jolie White, Mayor

7/8/2008

Date of Signing

ATTESTED BY:



Peggy Selberg
City Recorder

7/7/08

Date of Enactment

Attachment - Exhibit A

WKS4\RESOLUTIONS\08-09\R0809.12.ADOPTED

PERSONAL
SERVICES AGREEMENT

City of Dayton and C.L. Wiley, dba Executive Rescue

To Serve as Records Archivist for the City of Dayton,
July 1, 2008 thru June 30, 2009

1. **Effective Date and Duration.** Services begin July 1, 2008. This contract shall remain in effect through June 30, 2008.
2. **Work schedule.** Executive Rescue will dedicate approximately 8 hours per week on a flex schedule with on-site work hours coordinated between the Dayton City Manager and Executive Rescue. Any monthly billing beyond 60 hours (allowing for five-week months) must be pre-approved by the City Manager. The City is not obligated to pay for any hours billed above 60 hours per month that are not pre-approved in writing by the City Manager. Additional hours the City may request for evening meetings or other special events will be billed at the \$40/hour rate. Executive Rescue cannot guarantee it will be available to provide services above the 50 to 60 hour per month commitment.
3. **Service provider billing cycle and rates.** A detail of the work performed will be included in the Invoice Executive Rescue will submit at the end of each calendar month. The City of Dayton agrees to make payment within 15 days of receipt of invoice. For the duration of this project, Executive Rescue's rate is \$30/hour. Executive Rescue assumes all responsibility for taxes and all other deductions required by law.
4. **Mileage reimbursement.** If there is a mileage reimbursement due, Executive Rescue will submit a mileage reimbursement request once every 60 days; mileage to be paid for all travel outside of the Dayton City limits while transacting business for the City of Dayton, including training, specific to the project. Mileage shall start and end at either the service provider's office address or the client's operating location and will be paid at the current City of Dayton mileage reimbursement rate. If the City of Dayton has no adopted mileage rate, than the reimbursement will be at the federal rate in effect during the course of the Agreement. The current federal rate of 0.585 per mile from July 1, 2008 thru December 31, 2008. It is expected to change again in January, 2009. Travel outside the City limits, meeting, and training time will be included in the standard hourly rate.
5. **Benefits.** Executive Rescue is an independent contractor for all purposes. The City will not provide any additional benefits to Executive Rescue.
6. **Termination of Agreement.** The City and Executive Rescue, by mutual written agreement, may terminate this agreement at any time. If the City initiates termination of the agreement without cause, the City shall compensate the Executive Rescue with a payment equivalent to an average of one month's billing (50 hours). If Executive Rescue initiates termination of the agreement, Executive Rescue will continue to provide up to an average of one month (50 hours) of paid services to the City, if the City requests, and during that time Executive Rescue will also provide project turnover to the City's designee, if one is named. If a successor for the project isn't named within the 30 calendar days, the service provider will make every attempt to provide turnover to the successor if requested but cannot guarantee and has no obligation to provide turnover at a later time. If turnover is requested outside of the 30-day window, Executive Rescue will be compensated for its time at the rate stated in this contract.

EXHIBIT A
Resolution #08/09-12

7. **Compliance with Applicable Law.** Executive Rescue shall use the standard of care in its profession and comply with all applicable federal, state and local laws and regulations.
8. **Project Documentation.** Executive Rescue will provide all project documents to the City in one copy of paper format and in electronic format at which time the City has the responsibility for maintenance and safekeeping of the record. Executive Rescue cannot guarantee availability of records from any other source once the records have been filed with the client. Executive Rescue is permitted to use any documentation it creates for the client as illustrations or to create products for other clients. If the City loses its files and requests another set of records from Executive Rescue, Executive Rescue may charge for any records requests, if an alternate source for the records exists, prior to making the documents available and may take up to 10 calendar days to fulfill the request.
9. **Liability for Resources.** Executive Rescue will exercise all reasonable care for all documents or property belonging to the City. The City agrees Executive Rescue will not be held liable for any recovery costs beyond what would be reasonable as covered by its small business insurance policy. Executive Rescue shall maintain general liability insurance coverage in the amount of \$1,000,000.
10. **Amendments.** The City and the service provider may amend this agreement at any time only by written amendment executed by the City and Executive Rescue.

Jolie White, Mayor
City of Dayton

C.L. Wiley DBA Executive Rescue

Date: _____

Date: _____

ATTEST:

Peggy Selberg
City Recorder