



**City of Tangent**  
P.O. Box 251  
Tangent, OR 97389

**PUBLIC NOTICE & AGENDA TANGENT CITY COUNCIL MEETING**

**THURSDAY, JANUARY 12, 2023**

**6:30 P.M.**

**Meeting at City Hall and available on Zoom**

**Call to Order → Roll Call → Pledge of Allegiance**

**New Business**

1. Contract for Financial Advisor Services – Motion – Vote

**Adjournment**

City Hall  
32166 Old Oak Dr.  
Tangent OR 97389

[www.CityofTangent.org](http://www.CityofTangent.org)  
Phone: 541-928-1020  
Fax: 541-928-4920

Office Hours  
Monday – Friday  
9:00 A.M. – 4:00 P.M.

# **New Business 1**

**Contract for Financial Advisor Services  
- Motion - Vote**

## **Contractor for Financial Advisor Service**

The City of Tangent drafted a contract with Bev Manfredo for assistance during the transition period with our new Finance Director starting January 17, 2023. The City originally posted the position in August, with the intention of three-month cross-training between the two. However, the time frame was reduced to two weeks due to prolonged recruiting and candidates withdrawing.

This contract will take effect on January 28, when the City of Tangent no longer employs Bev. The contract will span 12 months, ending January 2024, and the City can renew if needed.

The City will invest in the new Finance Director through classes at Linn Benton Community College (LBCC) to become a Certified Government Accountant and Oregon Government Finance Officers Associations (OGFOA) Accounting courses. Bev's experience specific to Tangent will ensure a smooth transition, especially with the budget process and audit.

**Does the City Council wish to enter a contract agreement for the Financial Advisor Service? (Motion, Second, Vote)**

**CITY OF TANGENT, OREGON**  
**PROFESSIONAL SERVICES CONTRACT**  
**(Financial Advisory Services)**

**PARTIES:**

City of Tangent ("City")  
PO Box 251  
Tangent, OR 97389

Bev Manfredo ("Contractor")  
Address  
Address Line 2

**RECITALS:**

**WHEREAS**, the City originally budgeted for the new Finance Director to work three months with the outgoing Finance Director in the 2023 Fiscal Year; and

**WHEREAS**, delays in hiring a candidate has reduced the window down to nine days beginning January 17 through January 27; and

**WHEREAS**, the best interests of the city is to ensure that financial records continue to be in excellent shape during the transition; and

**WHEREAS**, the outgoing Finance Director valuable experience in maintaining finances for over ten years for the City and no other contractor may offer that same experience.

**NOW, THEREFORE**, based on the foregoing Recitals, which are incorporated herein, and the mutual promises of the parties, the parties agree as follows:

1. **State of Work.** Contractor shall provide and perform the following services as the contracted Financial Advisory Services:

- a) Respond to emails or phone calls within a timely manner from the City.
- b) Assist and guide the City staff with accounting questions.
- c) Assist and guide the City staff with budget questions.
- d) Assist and advise the City staff with accounting software.
- e) Assist and guide the City staff with auditing process.
- f) Assist City staff with general questions related to Finance Director role.

**2. All Cost by Contractor.** Contractor shall, at its own risk and expense, perform the Work and, except as provided in this Contract, furnish all labor required for the full and proper performance of Work.

**3. Qualified to Provide Work.** Contractor has served the City for over 15 years as the primary financial officer and is experienced in the City's unique circumstances and challenges.

**4. Contract Term.** This Contract shall be effective January 28, 2023 and shall expire on January 28, 2024 unless terminated earlier or extended in accordance with Section 7.

**5. Compensation.** The City shall pay Contractor \$30 per hour for all services and expense performed under this Contract during the term of the Contract.

- a) Contractor shall provide City with monthly itemized billing statements describing the work performed in the previous month.
- b) City shall pay each of the Contractor's monthly invoices within 30 days of presentment, less any disputed amounts, which shall be withheld until the dispute is resolved.
- c) Contractor shall not exceed \$7,200 for the 12 months following the execution of this contract.

**6. Indemnification.** Contractor agrees to and shall defend, save, hold harmless and indemnify City against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to Contractor's activities or those of its officers, employees, subcontractors or agents, under this Contract. Contractor shall not be responsible for any claims, suit, actions, losses, damages, liabilities, costs or expenses directly, solely, and proximately caused by the negligence of City.

**7. Termination, Modification and Amendment.** This Contract may be terminated with or without cause by the terminating party giving 30 days written notice to the other party. This Contract may be modified or amended, including the term, only by a written instrument signed by both parties.

**8. Independent Contractor Status.** Contractor shall be an "independent contractor" as follows:

- a) Contractor is and shall perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product. However, the City shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b) Contractor understands and agrees that it is not an "officer" or "employee" of the City, as those terms are used in ORS 30.265.

- c) Contractor is responsible for all federal, state and local taxes and fees applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

9. **Assignment and Subcontracts.** Contractor shall not assign or subcontract any work or services under this Contract without advance written approval by the City Manager.

10. **Governing Law; Venue; Consent to Jurisdiction:** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

11. **Merger Clause; Waiver.** This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract conflicts with the attached exhibits, the terms of this document control. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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Contractor

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City of Tangent