

TO: James L. App, City Manager
FROM: Mike Compton, Director of Administrative Services
SUBJECT: Transit Assistance Agreement
DATE: August 15, 2006

Needs: For the Council to adopt resolution approving an agreement with McGuire Management Consultancy.

Facts:

1. The adopted budget contains an appropriation for a full time transit manager (coordinator).
2. The authorized position remains unfilled and the budgeted resources are available.
3. Rather than fill the vacancy at this time, it may be more cost effective and efficient to contract for the needed assistance.

Analysis
and
Conclusion:

Even before the recent approved modifications to transit services, additional assistance was needed to adequately address transit operational deficiencies, especially the lack of marketing. The Council, recognizing this need, approved a new full time permanent staff position for transit operations. With the new transit modifications and adoption of the Marketing Plan, the need for additional assistance is even greater.

During budget deliberations, staff indicated that it might be possible to purchase the needed assistance in lieu of the long-term commitment that accompanies increased staffing. Thus, staff is proposing to hire professional assistance on an hourly contract basis to assist in implementing the recently adopted Short Range Transit Plan and the Marketing Plan. This contract may also address any recommendations that may arise of the City's Triennial Performance Audit.

Staff contacted two firms that are known to provide contract transit services. Only Philip McGuire of McGuire Management Consultancy responded. He is highly recommended and has enjoyed a long distinguished career in the public transportation arena. A copy of his resume is attached.

Should this arrangement not meet with the desired results, the contract may be easily canceled and the staffing option pursued.

RESOLUTION NO. 06 -

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
APPROVING AN AGREEMENT WITH
MCGUIRE MANAGEMENT CONSULTANCY
FOR TRANSIT ASSISTANCE

WHEREAS, the adopted budget provides a budget appropriation for transit assistance; and

WHEREAS, said transit assistance was to take the form of either a full time permanent staff person or contract services; and

WHEREAS, at least initially, contract services may be the most effective and less costly method of acquiring said transit assistance; and

WHEREAS, the City has identified a transit professional, Philip McGuire (dba McGuire Management Consultancy), who has the expertise and qualifications to provide transit assistance; and

WHEREAS, the City wished to retain the services of Philip McGuire and he desires to perform said services for the City.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the transit assistance agreement attached herewith as Exhibit "A" is approved; and that the Director of Administrative Services is authorized to execute the Agreement.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 15th day of August 2006 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah Robinson, Deputy City Clerk

- Generally work with CITY and the CITY's transit contractor, Laidlaw Transit Services, to manage and improve transit services

b. Laws to be observed. CONSULTANT shall:

- (1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;
- (2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement, or the conduct of the services under this Agreement;
- (3) At all times observe and comply with and cause all of its employees to observe and comply with all said laws, ordinances, regulations, orders, and decrees mentioned above.
- (4) Immediately report to the CITY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

c. Release of reports and information. Any video tape, reports, information, data, or other material given to, or prepared or assembled by CONSULTANT under this Agreement shall be the property of CITY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's Contract Manager.

d. Copies of video tapes, reports and information. If CITY requests additional copies of video tapes, reports, drawings, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such additional copies as are requested, and CITY shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.

e. Qualification of CONSULTANT. CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

3. DUTIES OF CITY

CITY agrees to cooperate with CONSULTANT in his performance of all work assigned to CONSULTANT. The City shall provide copies of prior reports and studies as well as transit operating data upon request.

8. INSPECTION

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the CITY's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

9. OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of CITY, and shall be delivered to the CITY upon demand.

10. ASSIGNMENT: SUBCONTRACTORS: EMPLOYEES

This Agreement is for the performance of planning services of the CONSULTANT and is not assignable by the CONSULTANT without prior consent of the CITY in writing. The CONSULTANT may employ other specialists to perform services as required with prior approval by the CITY.

11. NOTICES

All notices herein under shall be given in writing and mailed, postage prepaid, by Certified Mail, addressed as follows:

CITY: Michael Compton
Director of Administrative Services
City of Paso Robles
1000 Spring Street
Paso Robles, Ca. 93446
(805) 237-3999
(805) 237-6565 FAX
mcompton@prcity.com

CONSULTANT: Philip McGuire
McGuire Management Consultancy
848 S. Regatta Drive
Vallejo, CA 94591
(707) 558-9042
(707) 557-6704 FAX
consultpbm@aol.com

12. INTEREST OF CONSULTANT

agents, or employees in any such suit, action or other legal proceeding, when same were due to negligence of the CONSULTANT.

14. WORKERS COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

15. INSURANCE

- a. At the request of the CITY, CONSULTANT shall provide proof of comprehensive general liability insurance (\$300,000) (including automobile) satisfactory to the CITY.
- b. CONSULTANT shall provide proof of special insurance of the types (such as “errors and omissions” or professional liability) and in the amounts as may be set forth on Exhibit “A”.

16. AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

17. WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

18. COSTS AND ATTORNEY’S FEES

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney’s fees expended in connection with such an action from the other party.

19. DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

-----Original Message-----

From: CONSULTPBM@aol.com [mailto:CONSULTPBM@aol.com]

Sent: Sunday, July 30, 2006 10:55 PM

To: Mike Compton

Subject: Preliminary Information

Mike:

This is some preliminary information regarding my services that will begin the process of putting an agreement together. I mentioned in my previous email that I specialize in this sort of work. I am enclosing a fairly recent bio piece to give you more background on myself and my work. I am presently under contract to manage the paratransit service in Snohomish County, Washington, north of Seattle. That engagement is part time and will be winding down by about the end of September. In the meantime, I am available on a part time basis to begin, depending upon your schedule.

My consulting rate is \$120 per hour. I charge expenses at cost supported by receipts as appropriate. I charge only one way for travel. I am quite used to working on this basis and my clients have found this to be a very fair billing approach.

My recent work similar to yours includes the following:

South County Transit, Galt, CA: I implemented their new fixed route service in 2005 including route design, stop identification, sign design, etc. I interacted heavily with the City of Galt on this project. This was very successful and went into effect on August 1, 2005. I worked with Selena Barlow on the marketing of this operation.

City of Elk Grove, CA: I guided the implementation of the City's new transit system. This included everything from bus acquisition to stop identification to marketing program oversight. Selena Barlow also worked on this project at my request. This too was very successful.

I will call you in the next couple of days (I have jury duty on Monday) and discuss the nature of the project, time requirements, etc., before preparing a final proposal. But I look forward to working with you on this project. Thank you again for your interest in my services.

Phil

McGuire Management Consultancy
848 South Regatta Drive
Vallejo, CA 94591
Office: 707-558-9042
Fax: 707-557-6704
consultpbm@aol.com

Coach USA Transit Service**October 2001-August 2003**

Mr. McGuire served as Regional Vice President of Coach USA Transit Services managing the company's operations from Illinois to California. A total of 9 operating sites were located in this region ranging in size from 12 vehicles to 150 transit buses including articulated coaches. The region was very profitable and grew in sales volume by nearly 100% under McGuire's leadership. With McGuire's input, Coach USA established itself as a unique company in the transit contracting industry. The company gained a reputation for superior customer service and responsiveness to client needs. The company's acquisition by First Transit resulted in a complete reorientation of the business and resulted in McGuire's decision to leave the organization.

McGuire Management Consultancy**1994-2001**

Mr. McGuire established McGuire Management Consultancy in 1994 serving a broad range of clients from transit agencies to private companies. A significant emphasis in the consulting practice was nonprofit clients. McGuire provided a number of major services to the range of clients including managing both sides of the procurement process. This meant serving some clients who were soliciting transit or other vendors. Other clients were organizations that were pursuing business opportunities in the transit industry and needed professional assistance in proposal development, budgeting, management recruiting, or organization restructuring.

Mr. McGuire's clients included AC Transit in Oakland, CA, where a major paratransit structural review was conducted; Hopelink in Bellevue, WA, where a number of projects were completed including several business development ventures; Red Cross of San Diego, CA, where both organization structure analysis and business development projects were undertaken; Senior Services of Snohomish County, WA, where major organizational work was done along with business development projects.

DAVE Transportation Services**1991-1994**

Mr. McGuire served as Regional Vice President for DAVE Transportation, an industry leading company in the transit contracting business. He managed a region extending from central California north through Oregon, Washington, and Utah. Within that region were 18 operating locations. Mr. McGuire distinguished himself as a creative leader bringing a number of management innovations to the organization. These included new budgeting techniques and cost analysis procedures. Among his most significant contributions to the company was the mentoring of a number of managers who have gone on to significant positions in the transit industry.

The Northern Region of DAVE included 18 operating bases providing both fixed route and paratransit services. During this period, McGuire was a speaker on several State and national panels on such subjects as budgeting and service development.

Mr. McGuire joined SACOG (formerly SRAPC) as a transit planner and was instrumental in the development of the first long-range transit plan for the Sacramento Regional Transit District.

Education

Mr. McGuire holds a Bachelor's Degree in Sociology and a Master's Degree in Urban and Regional Planning from the University of Iowa. He was awarded a certificate in Urban Transportation Planning from the Institute of Urban and Regional Research at the University of Iowa. He has gone on to complete many graduate courses in accounting, finance, labor law, and marketing.

The members of the California Association for Coordinated Transportation (CalACT) have elected him to the Board of Directors for 3 consecutive terms and he has served as the Association's Treasurer for the entire 6-year period.