



**CITY OF ANNAPOLIS**  
**CONSULTANT AGREEMENT**

THIS AGREEMENT, entered into this 22nd day of September, 2014 by and between the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland (hereinafter "City"), and Simela Triandos (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the City desires Consultant to perform certain work and services, on the terms and conditions hereinafter set forth and Consultant represents that he/she is qualified, ready, willing and able to perform such work and services; and

WHEREAS, under the terms of this Agreement, Consultant is being retained as an independent contractor of the City to perform specific work and services described below and is not being hired as an employee of the City; and

WHEREAS, this Agreement reduces to writing the agreement between the City and Consultant.

NOW, THEREFORE, in consideration of the mutual premises contained herein above and the mutual exchange of promises set forth below, the parties agree as follows:

**DESCRIPTION OF SERVICES**

A. Consultant shall provide the following services to the Department of Transportation Director and/or his designee:

Provide technical and professional assistance to the Annapolis Department of Transportation (ADOT) in the analysis of cost reduction and revenue enhancement alternatives. Work with the Director of ADOT, to develop recommendations for allowing the department to operate within the Fiscal Year 2015 budget. Make recommendations to allow transit to become fiscally and operationally sustainable on a continuing basis for future budgets.

These services are expected to include but not be limited to:

- Review and analyze route configurations and frequencies in the context of revenue performance and cost per passenger mile;
- Assess vehicle adequacy for performance, physical route constraints, equipment specifications versus running stock requirements by specific route;
- Evaluate fare-box technology and security for unique performance needs of ADOT;

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Vendor #  
51872

- Evaluate fare structure;
- Assess passenger security provisions on a comparative basis with industry best practices;
- Evaluate funding methods, grant applications, and opportunities to expand grant applications;
- Review and evaluate separating parking and enforcement programs from transit route operations;
- Evaluate whether the "Circulator" should remain as a core service of ADOT or become an adjunct to a comprehensive parking program.

### PAYMENT

A. Consultant shall invoice the City and receive compensation for all work and services performed pursuant to this Agreement at the rate of \$40.00 per hour, which compensation shall not exceed \$10,000. Consultant shall provide an estimated 20 hours per week of services during the term of this Agreement.

B. Consultant shall not be compensated for meals, travel or lodging. In extraordinary circumstances, Consultant may be compensated for such items with the prior written approval of the Director.

C. All taxes applicable to the payments made to Consultant hereunder shall be the responsibility, obligation and liability of Consultant, and the City shall not withhold nor pay any amounts for federal, state or municipal income taxes, Social Security, unemployment insurance, workers' compensation, or retirement. It is the express intention and understanding of the parties that Consultant is retained pursuant to this Agreement as an independent contractor, not as an employee of the City.

### STATEMENT/TIME OF PAYMENTS

A. Payments due Consultant hereunder shall require the submission of a statement by Consultant to the Director at 160 Duke of Gloucester Street, Annapolis, Maryland 21401, separately itemizing with regard to all work and services for the covered period: (1) the date on which the services were rendered; (2) a complete description of the services rendered; (3) the time spent performing those services. All such statements shall be submitted on a monthly basis, not later than the 10<sup>th</sup> day of the month next following the month during which the services were rendered. All such billings shall be approved for payment by the Director. The Director, in his/her discretion, may require additional information, details and/or justification for any such statement as a condition of payment.

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B. Payments due hereunder shall be made to Consultant within thirty (30) days after the submission of a statement as provided for in the preceding section.

#### SCHEDULE FOR PERFORMANCE

Consultant shall perform the work and services under this Agreement commencing September 22, 2014 and terminating December 19, 2015.

#### TERMINATION OF AGREEMENT

A. Either party shall have the right, in its/his/her absolute discretion, to terminate this Agreement at any time upon written notice to the other.

B. If this Agreement is terminated by the City, Consultant shall be entitled to payment only for services rendered pursuant to this Agreement through the date of such termination.

#### GENERAL

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

B. All notices, requests, consents, and other communications pursuant to this Agreement and any modifications thereto shall be in writing and shall be delivered by first class mail, or by hand, to the Director, with his/her full name and title, to: 160 Duke of Gloucester Street, Annapolis, Maryland 21401, and to Consultant, at the following address:

9807 Woodbridge Ct., Ellicott City, MD 21042.

C. Consultant acknowledges that he/she is an independent contractor in the performance of this Agreement, and that he/she shall not at any time be considered an employee (contractual or otherwise) of the City nor shall he/she be entitled to any benefit of City employment including but not limited to health and welfare benefits. Consultant shall not act as agent for the City, nor shall any of his employees be regarded as agents or employees of the City.

D. All work products, produced by Consultant pursuant to the terms of this Agreement, shall, upon payment for same by the City, be deemed to be property of the City and shall be turned over to the City, at its request, at no additional cost or expense.

E. Consultant shall not assign nor transfer his/her interest under this Agreement, nor permit any other person, firm or company to perform his/her obligations hereunder, without the written consent of the City first being obtained.

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F. Consultant covenants and agrees, at his/her sole expense, to fully indemnify, defend and hold harmless the City and, in their capacity as such, the officers, agents and employees thereof, from and against any and all claims, suits, actions, liabilities and judgments for damage claims or injury arising from any act, error or omission occurring during performance of this Agreement, which is the result of gross negligence or willful misconduct. Consultant agrees not to pledge the credit of the City, or to purchase, rent, lease or contract for equipment or appliances in the name of the City.

G. Consultant covenants and agrees to comply with all federal, state, and municipal laws and regulations pertaining to the services to be performed by Consultant under the terms and conditions of this Agreement.

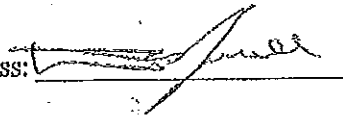
H. The waiver or a breach of one or more of any covenant or condition by the City shall not be construed as the waiver of any subsequent breach of the same or any other covenant or condition. The consent and approval of the City to any act by Consultant requiring the City's consent or approval shall not be deemed a waiver and shall still render necessary the City's consent to or approval of any subsequent or similar act by Consultant.

I. This agreement constitutes the entire understanding between the parties concerning the subject matter hereof and may not be amended or modified, except in writing by both of the parties hereto.

WITNESS the hands and seals of the parties hereto on the date first above written.

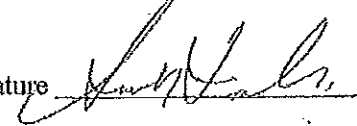
ATTEST:

Witness:

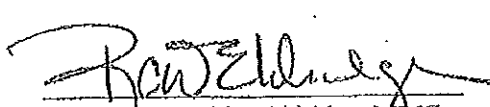


CONSULTANT: Simela Triandos

Signature




ATTEST:

  
Regina C. Watkins Eldridge, MMC  
City Clerk

CITY OF ANNAPOLIS

BY:

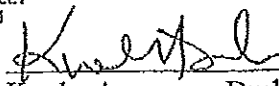
  
Michael J. Pantelides, Mayor

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CITY OF ANNAPOLIS Reviewed by,

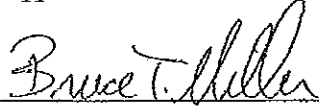
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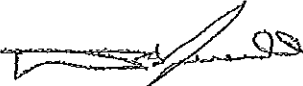
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Kwaku Agyemang-Duah, Acting Director, Transportation Department

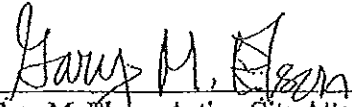
Date: 9/22/2014

Approved as to funds and encumbrance of same,

 Date: 9/22/14  
Bruce Miller, Director, Finance Department

 Date: 9/19/14  
David Jarrell, Acting City Manager

Reviewed as to form and legal sufficiency,

 Date: 9/23/14  
Gary M. Elson, Acting City Attorney

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