

**CITY OF NEWBERG
CITY MANAGER RECRUITMENT SUBCOMMITTEE AGENDA
NOVEMBER 6, 2013
7:00 A.M.
PROVIDENCE NEWBERG MEDICAL CENTER – DUNDEE ROOM
(1001 PROVIDENCE DRIVE)**

MEMBERS:

COUNCIL:

Bart Rierson
Mike Corey
Lesley Woodruff
Bob Andrews

STAFF:

Lee Elliott, City Manager Pro Tem
Dawn Wilson, Human Resources Manager
Norma Alley, City Recorder
Nancy Boyer, COG

- I. MAYOR CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. DISCUSSION ON RECRUITMENT CONTRACT**
- IV. DISCUSSION ON RECRUITMENT TIMELINE**
- V. DEVELOPMENT OF A CITY PROFILE**
- VI. OTHER DISCUSSION**
- VII. SCHEDULING OF NEXT MEETING**
- VIII. ADJOURNMENT**

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Recorder's Office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 business hours prior to the meeting. To request these arrangements, please contact the City Recorder at (503) 537-1283. For TTY services please dial 711.

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CITY OF NEWBERG
**AGREEMENT WITH THE MID-WILLAMETTE VALLEY COUNCIL OF
GOVERNMENTS
TO PROVIDE SERVICES FOR THE RECRUITMENT AND SELECTION
OF A CITY MANAGER**

THIS AGREEMENT is entered into this ___ day of December, 2013, by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and Mid-Willamette Valley Council of Governments, a governmental entity.

Mid-Willamette Valley Council of Governments
105 High Street SE
Salem, OR 97301-3667
(503) 588-6177
(503) 588-6094 Fax
Contact: Nancy Boyer, Executive Director; nboyer@mwvcog.org

hereinafter called **MWVCOG**.

RECITALS:

1. **City** has need for the services of a **MWVCOG** for the recruitment and selection of a city manager for the City of Newberg.
2. **City** has chosen the **MWVCOG** based on the recommendation of the City Manager Recruitment Subcommittee of the City Council.

NOW, THEREFORE, in consideration of mutual promises, covenants, and agreements of the parties, it is agreed as follows.

1. **Effective Date and Duration:** This Agreement shall become effective on the date that this Agreement has been signed by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **MWVCOG's** completed performance or on **June 30, 2014**, whichever date occurs first.

Expiration shall not extinguish or prejudice **City's** right to enforce this Agreement with respect to any breach of a **MWVCOG** warranty or any fault or defect in **MWVCOG's** performance that has not been cured.

2. **Termination:** This Agreement may be terminated at any time by mutual, written consent of the parties. The **City** may, at its sole discretion terminate this Agreement upon a written notice to **MWVCOG**. The **City** may terminate immediately upon notice to the **MWVCOG** that the **City** does not have funding, appropriations, or other necessary expenditure authority to pay for **MWVCOG's** work.

The **City** may terminate Agreement at any time for material breach, unless **MWVCOG** has cured such defect or deficiency within a reasonable period of time following notice of such claim.

3. **Scope of Work:**

a) **Proposal.** The **MWVCOG** agrees to provide the services for the recruitment and selection of a person to be appointed as the city

manager of the City of Newberg. The services are outlined in the Scope of Work, which is **Exhibit A**, which is attached hereto and incorporated by this reference.

b) **Representation.** The **MWVCOG** represents and warrants to the **City** that the **MWVCOG** can perform the work outlined in the Scope of Work for the fee proposal amount.

4. **Compensation:**

a) **Fee:** The **MWVCOG** agrees to perform the work for a not-to-exceed fee as indicated in their proposal obtained in the Scope of Work. The not-to-exceed figure is as follows:

\$7,000.00

b) **Payment.** The **City** shall pay one-half (1/2) the project cost, which equates to \$3,500.00 upon entering into the Agreement and the remainder will be paid upon project completion.

c) **Expenses.** City will be responsible and pay directly for actual advertising costs, copying costs, and any travel expenses (e.g. lodging, meals, and mileage) for candidates' or finalists' incurred during the recruitment process, as well as for any City personnel that may travel for site visits or other reasons.

d) **Exceeding fee amount.** The **MWVCOG** shall not exceed the

fee for any task included in the fee proposal amount. If the **MWVCOG** foresees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the **MWVCOG** shall notify the **City** in writing of the circumstances with an estimated amount that the fee is to be exceeded. The **MWVCOG** shall obtain written permission from the **City** before exceeding the not-to-exceed fee amount. If the **MWVCOG** does work that exceeds the maximum fee amount prior to obtaining the written permission, the **MWVCOG** waives any right to collect that fee amount.

5. **Additional Work Not Shown within the Scope of Work:** If **City** requests or requires work to be done not within the Scope of Work of this project, the **MWVCOG** shall notify the **City** of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of an Agreement amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **MWVCOG** proceeds with work prior to obtaining permission and/or Agreement amendment, the **MWVCOG** waives any right to collect fees for work performed.

6. **Agreement Documents:** This Agreement consists of the following documents which are listed in descending order of preference: This Agreement and the attached Exhibits. Work is under the sole control of **MWVCOG**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

7. **Benefits:** **MWVCOG** nor any of its employees will be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the Agreement payment except as a self-employed individual.

8. **MWVCOG's Warranties:** The work to be performed by **MWVCOG** includes services generally performed by **MWVCOG** in

its usual line of business. The work performed by the **MWVCOG** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards.

9. **Assignment:** Neither party shall assign the Agreement as a whole without written consent of the other.

10. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

11. **Notification:** All correspondence and notices related to this Agreement shall be directed to the project manager for the party to whom the correspondence or notice is intended. Each party shall be responsible for notifying the other of any changes in project manager designation.

If directed to the City:
City of Newberg
PO Box 970, Newberg, Oregon 97132
Attn: Dawn Wilson, H/R Manager

If directed to the MWVCOG:
Mid-Willamette Valley Council of Governments
100 High Street SE, Suite 200
Salem, OR 97301-3667
Attn: Nancy J. Boyer, Executive Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

CITY OF NEWBERG

By: _____
Name: Nancy J. Boyer
MWVCOG Executive Director
Date: _____

By: _____
Name: Lee Elliott,
City Manager Pro Tem
Date: _____
Approved by Resolution No. 2013-xxxx

Approved as to form & content:

Truman A. Stone, City Attorney

Exhibit A Scope of Work

August 26, 2013

Mayor Bob Andrews
City of Newberg
P.O. Box 970
Newberg, Oregon 97132

Dear Mayor Andrews:

The Mid-Willamette Valley Council of Governments (hereinafter referred to as "COG") would be pleased to discuss with you further the possibility of coordinating the recruitment process for a new City Manager for the City of Newberg.

The scope of services for the recruitment process may, at the discretion of the Council, include any or all of the following activities:

- Develop a recruitment timeline
- Draft and place the position advertisement
- Meet with the City Council to draft a position profile
- Receive applications and send acknowledgement letters
- Screen applications down to those which most closely fit the position profile
- **Respond to inquiries from candidates during the recruitment process**
- Perform background checks on finalist(s) chosen by the Council
- Work with the Council in determining the interview process and the development of interview questions
- Facilitate the interview process, as required
- **Send out regret letters to unsuccessful candidates at appropriate times during the recruitment process.**

Based on the services outlined above, the total cost of this project is \$7,000 including background checks on a maximum of five (5) finalists for the position. **Additional background check would be billed to the City at \$400 per check.** The City of Newberg would pay one-half of the project cost upon acceptance of the proposal and the remainder upon project completion. The City will be directly responsible for actual advertising costs and any finalist travel expenses (e.g., lodging, meals, and mileage) incurred during the recruitment process. Should the City significantly broaden the scope of services, the COG reserves the right to renegotiate the cost of the project.

Please feel free to call if you have any questions or would like to discuss this proposal further.

Sincerely,

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
Nancy J. Boyer, Executive Director