

RESOLUTION NO. 988

A RESOLUTION AUTHORIZING PERSONAL SERVICE CONSULTING CONTRACT FOR CLASSIFICATION STUDY FOR THE CITY'S UNION EMPLOYEES WITH ROBERT W. GIBSON AND MANAGEMENT & PERSONNEL SERVICES, INC.

WHEREAS, the City Council finds that maintaining a sound compensation and classification system is necessary to provide solid budgetary information, effective management, and a positive work force; and

WHEREAS, the City Council further finds that a review and evaluation of the City's union employee classification system is necessary in order to keep the system responsive to internal changes and positive progress of the City's organization; and

WHEREAS, the Human Resources Director has requested proposals from management and personnel consultants to enter into a personal services contract with the City of Wilsonville to conduct a classification study for union employees; and

WHEREAS, a joint proposal, a copy of which is marked Exhibit "A", attached hereto and incorporated herein as if fully set forth, was submitted by Robert W. Gibson, and Management & Personnel Services, Inc., outlining a scope of consulting work, statement of qualifications and estimated fees which the City's Human Resources Director has recommended to include the consultant preparing job descriptions (Task 2.5b of the proposal) as best meeting the City's needs at the least cost; and

WHEREAS, the City Council acting as its Local Contract Review Board, finds that such a personal services contract is exempt from competitive bidding both under Chapter 279, Oregon Revised Statutes and Chapter 2, Wilsonville Code; and

WHEREAS, the City's budget has appropriated \$127,300 for materials and services for the Administration Department and has established a materials and services line item 1000-111-608230 for Union Pay Classification Services in the amount of \$10,000; and

WHEREAS, the estimated fees for the proposal are \$19,650 plus direct expenses of telephone and travel; and the Finance Director has confirmed that the aforementioned appropriation in Administrative Materials and Services has sufficient funds to cover the

excess of the proposal over the aforementioned line item for Union Pay Classification Services.

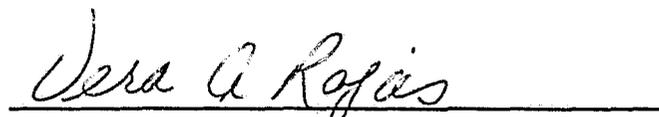
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The joint proposal submitted by Robert W. Gibson and Management & Personnel Services, Inc., best meets the needs of the City at the least cost.
2. A personal services consulting contract is awarded to the Robert W. Gibson and Management & Personal Services, Inc., to provide a study of the classification of the City's union employees as set forth in the consultant's proposal's scope of work, inclusive of Task 2.5b, for a sum of \$19,650 plus direct expenses of telephone and travel.
3. The City manager is authorized on behalf of the City of Wilsonville to enter into a personal services contract with Robert W. Gibson and Management & Personal Services, Inc. in accordance with the above, a copy of said contract is market Exhibit "B", attached hereto and incorporated herein as if fully set forth.
4. Payment of the contract, not to exceed \$20,000, is authorized from the appropriation for General Fund, Administration, Materials & Services.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of April and filed with the City Recorder this date.


GERALD A. KRUMMEL, Mayor

ATTEST:


VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Van Eck	<u>AYE</u>
Councilor Carter	<u>AYE</u>
Councilor Hawkins	<u>AYE</u>
Councilor Lehan	<u>AYE</u>

PROFESSIONAL SERVICES CONSULTING AGREEMENT
FOR
COMPENSATION AND CLASSIFICATION STUDY
FOR
CITY OF WILSONVILLE UNION EMPLOYEES

This AGREEMENT is made and entered into by and between Robert W. Gibson and Management & Personnel Services, Inc., jointly ("CONSULTANT" herein) and the City of Wilsonville, a political subdivision of the State of Oregon ("CITY" herein).

ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 The purpose of this AGREEMENT shall be to set forth responsibilities and to clarify the relationship between the CITY and the CONSULTANT. CONSULTANT shall supply professional services as herein described. In consideration for said services the CITY shall pay the CONSULTANT such monies and in such and in such manner as herein described.

ARTICLE 2. WHOLE AGREEMENT

- 2.1 This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all another communication between the parties relating to the subject matter of this AGREEMENT. No modification of this AGREEMENT will be binding on either party except as a written addendum, signed by an authorized agent of each party.

ARTICLE 3. EFFECTIVE DATE OF AGREEMENT

- 3.1 This AGREEMENT shall be effective after signing by both parties and upon issuance of a written notice to proceed by the CITY.

ARTICLE 4. WRITTEN NOTICE

- 4.1 Any notice of change, termination or other communication having a material effect on this AGREEMENT shall be served in one or more of the following manners:
- a. In-person delivery to and signed acknowledgment of receipt by an authorized officer, employee, agent or other representative of the contracting parties.
 - b. Deposited in the U.S. mails posted to the address(es) given in this document.

ARTICLE 5. GOVERNING LAW/VENUE

- 5.1 This AGREEMENT shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this AGREEMENT shall be in the Circuit Court of Clackamas County. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court.
- 5.2 All rights and remedies of the parties hereto shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies according to law. It is agreed that fifteen (15) calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically required such notice.

ARTICLE 6. OREGON REVISED STATUTES

- 6.1 All requirements of the Oregon Revised Statutes Nos. 279.310 through 279.430, Public Contracting, as applicable, are incorporated herein by reference.

ARTICLE 7. JUDICIAL RULINGS

- 7.1 If any provision of this AGREEMENT as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the AGREEMENT or the validity or enforceability of this AGREEMENT.

ARTICLE 8. NONDISCRIMINATION

- 8.1 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this AGREEMENT on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this AGREEMENT and shall be grounds for cancellation, termination or suspension in whole or in part by the CITY.

ARTICLE 9. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- 9.1 The CONSULTANT shall perform services as described in Exhibit "A" (Work Plan), attached hereto and by this reference made a part hereof.

ARTICLE 10. STANDARD OF SERVICES AND WARRANTY

- 10.1 The CONSULTANT agrees to perform their services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the CONSULTANT must perform the services based in part on information furnished by the CITY and that the CONSULTANT shall be entitled to rely

on such information. However, the CONSULTANT is given notice that the CITY will be relying on the accuracy, competence and completeness of the CONSULTANT'S services in utilizing the results of such services.

The CONSULTANT warrants that the recommendations, guidance and performance of any person assigned under this AGREEMENT shall be in accordance with sound engineering/technical practice and/or professional standards and the requirements of this AGREEMENT.

ARTICLE 11. INDEPENDENT AGENT

- 11.1 The CONSULTANT shall be an "independent agent". All persons employed to furnish services hereunder are employees of the CONSULTANT and not of the CITY. Further, the CITY shall not be liable for any of CONSULTANT'S acts for omissions performed under this or other agreements to which CONSULTANT is a party.

ARTICLE 12. IDENTIFICATION AND INSURANCE

- 12.1 CONSULTANT shall save harmless and indemnify CITY, its Commissioners, employees and agents for any and all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from negligent performance of or failure to perform the obligations of the AGREEMENT.
- 12.2 The CONSULTANT shall purchase and maintain insurance at their expense, and shall provide certification to the CITY-of insurance in the types and amounts specified in Exhibit "B" (Insurance), attached hereto and by this reference made a part hereof.

ARTICLE 13. SUBCONTRACTING

- 13.1 No portion of the AGREEMENT may be subcontracted to any other individual, firm or entity, except as may be set forth in Exhibit "A", without the express and prior approval of the CITY.

ARTICLE 14. NON ASSIGNMENT

- 14.1 No portion of nor any interest in this AGREEMENT may be assigned to a third party, except as may be set forth in EXHIBIT "A", without the express and prior approval of the CITY.

ARTICLE 15. FUNDING

- 15.1 In the event the City Council of the City of Wilsonville or other governing authority reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the CONSULTANT agrees to abide by any such decision including termination of service.

ARTICLE 16. CITY PRIORITIES

- 16.1 The CONSULTANT shall comply promptly with any requests by the CITY relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

ARTICLE 17. PUBLICITY

- 17.1 CONSULTANT shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representations of the CITY except on prior specific written authorization from CITY.

ARTICLE 18. USE OF CITY FACILITIES

- 18.1 CONSULTANT and its employees or agents shall have the right to use only those facilities of the CITY that are necessary to perform services under this AGREEMENT and shall have no right of access to any other facilities of the CITY without the prior approval of the CITY.

ARTICLE 19. FEES AND PAYMENT

- 19.1 The CITY agrees to pay the CONSULTANT for services performed pursuant to this AGREEMENT according to the terms and amounts specified in Exhibit "C" (Fees and Payment), attached hereto and by this reference made a part hereof. Said payment shall cover all costs associated with the performance of services as described in EXHIBIT "A". The CITY shall have no liability for taxes, insurance or other expenses associated with the performance of CONSULTANT'S duties hereunder.

ARTICLE 21. CHANGES

- 21.1 The fee specified herein shall include all services specified herein. Any change in the frequency or type of services shall cause the fee to be adjusted plus or minus accordingly; Provided, however, any fee increases will require written approval by the City of Wilsonville.

ARTICLE 22. OWNERSHIP OF WORK PRODUCT

- 22.1 All work products of the CONSULTANT which result from this AGREEMENT are the exclusive property of the CITY.

ARTICLE 23. TERMINATION OF AGREEMENT

- 23.1 This AGREEMENT may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.

- b. Upon thirty (30) calendar days written notice by either party to the other of intent to terminate.
- c. If this AGREEMENT is terminated by either party, the CITY agrees to pay to the CONSULTANT all costs and expenses associated with services provided to the effective date of termination. Moneys due and payable will be calculated based on actual costs and the schedule set forth in Exhibit "C".

ARTICLE 24. SURVIVAL

24.1 The terms, conditions, representations, and all warranties contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

FOR THE CONSULTANT

FOR THE CITY OF WILSONVILLE

[Signature]
NAME

[Signature]
CITY MANAGER

[Signature]
TITLE

Vera A Rojas
RECORDING SECRETARY

Robert W. Gibson
FIRM

4-16-93
DATE

P.O. Box 642
ADDRESS

MAILING ADDRESS
30000 S.W. Town Center Loop East
Wilsonville, OR 97070

Lincoln City, Oregon
CITY AND STATE

EMPLOYER ID NUMBER

4/13/93
DATE

Exhibit A
SCOPE OF WORK

Phase I - Administrative Planning

- Task 1.1 Pre-start Meeting with City Administrators
- Task 1.2 Meet with City Administration and Union Representatives
- Task 1.3 Meet with Supervisors

Phase II - Internal Job Audit (Data Collection)

- Task 2.1 Meet with Employees (Distribute Questionnaire)
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Phase IV - Final Report

- Task 4.1 Final Report to City Management
- Task 4.2 Communicate Results to Employees and Supervisors

Exhibit B
INSURANCE

The CONSULTANT shall purchase and maintain, at their expense, the following types of insurance covering the CONSULTANT, their employees and agents.

1. Workers' Compensation with limits as required by statute. Employer's liability shall be a minimum of \$100,000. It is understood that Robert Gibson as a sole proprietor, is not required to have Worker's Compensation insurance.
2. Automobile liability insurance in an amount not less than \$50,000 for property damage, and \$500,000 per occurrence.
3. Professional liability insurance covering any personal injury ~~or property damage~~ caused by error, omission, or any negligent act, in an amount not less than \$500,000 for any number of claims arising out of a single accident or occurrence.

RWS ~~The City of Wilsonville, its Council members, employees and agents shall be Named Insured for Items No. 2 and 3 above.~~

A copy of the policy of Certificate of Insurance acceptable to the CITY shall be filed with the CITY prior to the effective date of this AGREEMENT. The policy or Certificate of Insurance shall provide for thirty (30) days' notice of cancellation or material change.

Exhibit C

FEES

· Cost of the attached project is \$19,650.00.

Direct expenses, such as telephone and travel, will be billed to the City at cost. These expenses will be kept to a minimum.

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FOR THE CITY OF WILSONVILLE

NAME

CITY MANAGER

TITLE

RECORDING SECRETARY

FIRM

DATE

ADDRESS

MAILING ADDRESS
30000 S.W. Town Center Loop East
Wilsonville, OR 97070

CITY AND STATE

EMPLOYER ID NUMBER

DATE

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