

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Contract for Performance Assessment/Audit and City Manager Recruitment
DEPARTMENT: City Manager's Office
PRESENTED BY: City Council

PROBLEM/ISSUE STATEMENT:

It is staff understanding that Councilmembers Ransom, Fimia and Way will be proposing a motion to approve an employment contract to conduct a performance assessment/audit for the City organization and to provide executive recruiting services for a new City Manager. Under our "8 hour" rule, Councilmembers may request staff assistance in and researching and drafting legislation. Accordingly, staff has assisted in drafting the attached employment contract and scope (attachment A).

The agreement provides for the employment of George Mauer as a temporary employee to perform the scope generally outlined in attachment A. The contract provides for a 6 month term that can be extended by the City Council. It is anticipated that the actual work would require 9 months to a year before a new City Manager is recruited, hired and on board. State law permits a City Council to independently hire an auditor (attachment B).

FINANCIAL IMPACTS:

Under this proposal, services will be paid at the rate of \$14,013.52 per month on a full time basis for the term of the agreement.

ALTERNATIVES ANALYZED:

Alternatively, the City Council could elect to put this or a revised scope of work out for a competitive request for proposals.

RECOMMENDATION

It is staff recommendation that the services outlined in the attached scope be advertised for competitive proposals. However, if the Council decides to proceed with the

employment contact as attached we can certainly support that decision and work positively and cooperatively toward successful completion of the project scope.

Approved By: City Manager  City Attorney ____

Attachments

**TEMPORARY EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF SHORELINE, WASHINGTON
AND GEORGE W. MAUER**

This agreement is made and entered into this 3rd day of January, 2005, by and between the City of Shoreline, Washington a municipal corporation, hereinafter called "Employer or City," and George W. Mauer, hereinafter called "Employee."

Whereas, the City Council desires to employ George W. Mauer for the purpose of conducting an organizational audit as provided in RCW 35A.13.080 and recruitment of a City Manager,

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Employment.

- A. The Employee shall perform the projects outlined in Exhibit A. In performing these duties, the Employee shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services, the City Employee Handbook and City Code of Ethics. Employee acknowledges receipt of copies of the Handbook and Code of Ethics.
- B. Services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. The Employee shall report directly to the City Council as authorized under RCW 35A.13.080. The City Council shall provide direction to the Employee to supplement and/or modify the scope of employment in Exhibit A as the need arises, and Employee and the Interim City Manager shall work cooperatively in day to day activities to promote the efficient use of existing resources and to minimize disruption to City operations. The City will provide full and complete access to information and staff necessary for accomplishment of the scope of employment.

2. Compensation.

- A. Services will be paid at the rate of \$14,013.52 per month on a full time basis for the term of this agreement. Employee agrees to remain in the exclusive employment of the City of Shoreline while employed by the City of Shoreline. "Employment", however, shall not be construed to prohibit occasional teaching, writing, professional consultation or speaking performed on leave or outside normal work hours, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Shoreline. Any leave taken during normal working hours will be deducted from the employees' compensation for the applicable payroll period on an hourly basis (\$80.85).
- B. Employee understands and agrees that he is retained as a temporary employee and is subject to the terms and conditions of employment of the City of Shoreline Employee Handbook applicable to "Extra Help Employees" as that classification is defined in the Handbook. Particularly, the Employee's compensation as a temporary employment consists entirely of the salary stated in this section and shall not include employee benefits and leave under section 6 of the Handbook.
- C. Employee shall be entitled to business expenses incurred during the course of employment according to the City Policy of Allowable Business Expenses.

3. Term

Employment shall commence on 9th day of January, 2006 and terminate no later than July 31, 2006. The City may extend the agreement in its sole discretion after this date if the projects defined in the scope of employment are not completed.

4. Termination and Severance Pay

- A. The Employee is a senior management position and is designated an “at will” employee under the Employee Handbook; provided however, the Employee serves at the discretion of the City Council. Nothing herein shall be taken to imply or suggest a guaranteed tenure.
- B. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Employee in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Employee pursuant to this Agreement shall be submitted to the City.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. However, the Employee agrees to provide 14 days prior written notice should the employee voluntary decide to terminate employment with the City.
- D. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City and any such authorized work shall be compensated at the rate of \$150.00 per hour.
- E. If the Employee is unavailable due to extended illness, incapacity or absence, etc. to perform the scope of services in a timely fashion, the City may, at its option, cancel this Agreement immediately.
- F. In the event the Employee is terminated without just cause within the original term (or extension) of this agreement, the City Council agrees to pay the Employee a lump sum cash payment equal to one month’s salary stated in Section 2. “Just cause” is defined and hereby limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty in the performance of job duties; (4) any other act of a similar nature.

5. Professional Liability

So long as Employee acts within the scope of his lawful authority and in accordance with the terms and conditions of this agreement, the City agrees to defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as employee.

6. Equipment and Support

The City agrees to provide Employee with a city-owned portable personal computer, compatible with the City’s information systems. It is understood that the use of such computer is for City business. The City will provide office space, clerical support, support from the Human Resources Department, and other resources needed to accomplish the scope of work.

7. General Provisions

A. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

B. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

C. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

George W. Mauer

By: _____
Robert Olander
Interim City Manager

George W. Mauer

Date: _____

Date: _____

Approved as to form:

By: _____
Ian R. Sievers
City Attorney

Attachments: Exhibits A,

City of Shoreline
Performance Audit/Assessment and Executive Recruitment Engagement

I. Performance Audit/Assessment

The purpose of the Performance Audit/Assessment Engagement is to ensure the coherent, complementary and effective alignment of goals and priorities between the City departments, the City Council, and the citizens of Shoreline.

The assessment will include an overall review of the effectiveness of the City's organization including individual divisions and departments. This assessment will entail executive and department management review of goals and performance measures to determine the degree of alignment and consistency between the City and City Council goals and community needs.

Outcome/Deliverable:

A written report and presentation to the City Council which includes:

- A review of the needs-basis of the department's current goals and priorities; identifying their value and confirming their effectiveness in meeting the community, Council and City's goals alignment requirements, performance measures and outcomes. The review will utilize existing materials, such as policies and procedures, strategic plans, program budgets, performance measures, staff interviews, etc.
- A review of the department's intra- and inter-departmental structures, processes and resources to ensure effective planning
- Recommendations to modify goals and performance measures necessary to ensure department and Council goals alignment and maximization of performance will be provided. Performance targets will also be determined.

Timeline

January – April:	Performance Audit/Assessment
May	Present final report to Council

II. Executive Recruitment

The purpose of the Executive Recruitment engagement is to identify the parameters of the City Manager position; its duties, responsibilities and authority within the context of relevant statutes and municipal and City Council needs. The criteria for the position will include a survey of the City Council and community's needs as well as those of the City as outlined above in item I in order to identify the critical success factors and critical incidents required for the position.

Outcome/Deliverable:

One of the primary products at this stage will be a written recommendation and presentation to the Council outlining the position's specifications, recruitment plan, selection process, and compensation. The position's specifications will be finalized by the City Council with input from key stakeholders both within the City organization as well as stakeholders in the community. The compensation and benefit package for the position will be determined at this stage by the City Council.

The recruitment plan will determine the scope of the marketing effort (geographic scope of the search), schedule, advertising medium, etc. The selection process will include:

- Identifying candidate criteria and attributes;
- Managing the review and screening of applications;
- Assisting the Council with the narrowing of a pool of qualified candidates;
- Conducting candidate background checks;
- Coordinating mandatory and courtesy interviews (including second interviews if necessary);
- Managing the process for the selection of finalists by the Council;
- Coordinating the post interview activities such as the employment offer, compensation package and contract negotiations;
- Assisting with the induction/orientation process

Target Timeline:

March – Present:	Present recruitment process to Council
April – June:	Recruitment and Screening
July:	Candidate interviews

35A.13.080. City manager — Powers and duties.

The powers and duties of the city manager shall be:

- (1) To have general supervision over the administrative affairs of the code city;
- (2) To appoint and remove at any time all department heads, officers, and employees of the code city, except members of the council, and subject to the provisions of any applicable law, rule, or regulation relating to civil service: PROVIDED, That the council may provide for the appointment by the mayor, subject to confirmation by the council, of a city planning commission, and other advisory citizens' committees, commissions, and boards advisory to the city council: PROVIDED FURTHER, That if the municipal judge of the code city is appointed, such appointment shall be made by the city manager subject to confirmation by the council, for a four year term. The council may cause an audit to be made of any department or office of the code city government and may select the persons to make it, without the advice or consent of the city manager;
- (3) To attend all meetings of the council at which his attendance may be required by that body;
- (4) To see that all laws and ordinances are faithfully executed, subject to the authority which the council may grant the mayor to maintain law and order in times of emergency;
- (5) To recommend for adoption by the council such measures as he may deem necessary or expedient;
- (6) To prepare and submit to the council such reports as may be required by that body or as he may deem it advisable to submit;
- (7) To keep the council fully advised of the financial condition of the code city and its future needs;
- (8) To prepare and submit to the council a proposed budget for the fiscal year, as required by chapter 35A.33 RCW, and to be responsible for its administration upon adoption;
- (9) To perform such other duties as the council may determine by ordinance or resolution. [1987 c 3 § 17; 1967 ex.s. c 119 § 35A.13.080.]

Severability — 1987 c 3: See note following RCW 3.46.020.

35A.13.090. Creation of departments, offices, and employment — Compensation.

On recommendation of the city manager or upon its own action, the council may create such departments, offices, and employments as it may find necessary or advisable and may determine the powers and duties of each department or office. Compensation of appointive officers and employees may be fixed by ordinance after recommendations are made by the city manager. The appointive officers shall include a city clerk and a chief of police or other law enforcement officer. Pursuant to recommendation of the city manager, the council shall make provision for obtaining legal counsel for the city, either by appointment of a city attorney on a full time or part time basis, or by any reasonable contractual arrangement for such professional services. [1967 ex.s. c 119 § 35A.13.090.]

35A.13.100. City manager — Department heads — Authority.

The city manager may authorize the head of a department or office responsible to him to appoint and remove subordinates in such department or office. Any officer or employee who may be appointed by the city manager, or by the head of a department or office, except one who holds his position subject to civil service, may be removed by the manager or other such appointing officer at any time subject to any applicable law, rule, or regulation relating to civil service. Subject to the provisions of RCW 35A.13.080 and any applicable civil service provisions, the decision of the manager or other appointing officer, shall be final and there shall be no appeal therefrom to any other office, body, or court whatsoever. [1967 ex.s. c 119 § 35A.13.100.]

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