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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, August 16, 2021

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
5. **COMMITTEE REPORTS**
6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.

7. **PUBLIC HEARINGS**
 - a. **RESOLUTION** – Forming Aubrey Glenn Street Lighting Improvement District
ORDINANCE – Spreading Assessments to Aubrey Glen Street Lighting Local Improvement District
8. **ADMINISTRATIVE ACTION**
 - a. **RESOLUTION** – Authorizing the City Manager to Enter Into Agreement with Prothman Company

9. CONSENT CALENDAR

a. RESOLUTION – Authorizing Public Works Director to Sign Amendment #2 to Department of Corrections Inmate Work Program Agreement

b. Approval of August 2, 2021 Regular Session Minutes

10. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

August 23, 2021

6:00 p.m. - City Council Work Session

- ARPA Projects

September 7, 2021 (Tuesday)

7:00 p.m. - City Council Regular Session

September 13, 2021

6:00 p.m. - City Council/Parks Board Work Session

- Parks Tour

September 20, 2021

7:00 p.m. - City Council Regular Session

14. ADJOURNMENT

City of Keizer Mission Statement

Keep City Government Costs And Services To A Minimum By Providing City Services To The Community In A Coordinated, Efficient, And Least Cost Fashion

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: R. WES HARE
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

**SUBJECT: PUBLIC HEARING – FORMING AND SPREADING ASSESSMENTS TO AUBREY
GLENN STREET LIGHTING LOCAL IMPROVEMENT DISTRICT**

ISSUE:

On June 21, 2021 the Keizer City Council adopted Resolution R2021-3189 Initiating Aubrey Glenn Street Lighting District and directing the City Engineer to make a survey and file a report. On July 19, 2021 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of public hearing stating the intention to form the district and to assess for the lighting improvements was published in the Keizertimes and mailed to the property owners as required under City of Keizer Ordinance 94-278.

FISCAL IMPACT:

The City initially pays the street lighting expense to the utility company as it is billed throughout the year. The operating cost of the lights is then billed to the property owners on an annual basis, thereby recovering the City's costs for bills paid throughout the year. In addition, the bills include the cost of the City Engineer's Report in the first year, and an administrative charge in the first and subsequent years to recover the City's cost for administering the lighting districts. All funds are budgeted through the Utility Fund.

RECOMMENDATION:

Open the public hearing to first consider oral objections and written remonstrances to formation of Aubrey Glenn Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the Resolution forming the lighting district. If Council forms the district, consider adoption of the proposed assessment ordinance.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-____

FORMING AUBREY GLENN STREET LIGHTING

LOCAL IMPROVEMENT DISTRICT

WHEREAS, the City of Keizer has adopted a Resolution initiating the formation of Aubrey Glenn Street Lighting Local Improvement District; and

WHEREAS, the City Council has adopted a Resolution approving the City Engineer's Report for Aubrey Glenn Street Lighting Local Improvement District; and

WHEREAS, notice of public hearing to consider formation of street lighting district was mailed as required by Ordinance 94-278; and

WHEREAS, the City Council conducted a public hearing to receive objections and remonstrances to the formation of the street lighting district; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Aubrey Glenn Street Lighting Local Improvement District is hereby formed, and that the street lights shall be installed within a reasonable time and in the manner set forth in the City Engineer's Report for Aubrey Glenn Street Lighting Local Improvement District.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its passage.

PASSED this ____ day of _____, 2021.

SIGNED this ____ day of _____, 2021.

Mayor

City Recorder

ORDINANCE NO. 2021-_____

A BILL FOR

**AN ORDINANCE SPREADING ASSESSMENTS TO
AUBREY GLENN STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT**

Section 1. FINDINGS. The Keizer City Council makes the following findings:

- a. The City Council did heretofore declare its intention to install street lights to serve an area known as Aubrey Glenn Street Lighting Local Improvement District which is described as follows:

Aubrey Glenn - identified on the assessor's map
063W23DC - lots 1-13 all within in the City of
Keizer, County of Marion, State of Oregon;

which includes the installation of two (2) 47-watt LED luminaries at 30' mounting height on a 35' heavy duty gray, direct burial fiberglass pole with 6' aluminum mast arm located within the subject local improvement district, all in accordance with the City Engineer's Report for Aubrey Glenn Street Lighting Local Improvement District.

- b. The total initial estimated cost of Aubrey Glenn Street Lighting Local Improvement District is \$592.58.
- c. The per space/lot assessment formula was used for this district.
- d. The improvements in the district have been or will be constructed as provided in the Engineer's Report.
- e. Notice was duly mailed to the benefited property owners on August 2, 2021.
- f. A meeting of the City Council was held at the time and place fixed by public notice for the purpose of considering any such written objections to the proposed assessments.
- g. No written objections to the proposed assessments were filed.

- h. The Council has considered the matter and determined that construction of said improvements was and is of material benefit to the City, and all the property to be assessed therefore will be specially benefited by the improvements in the amounts shown on the assessment roll.

NOW, THEREFORE, the City Council of the City of Keizer ordains as follows:

Section 2. ASSESSMENTS.

- a. First Annual Assessment. It is hereby determined that the share of the cost of the improvements for Aubrey Glenn Street Lighting Local Improvement District for each parcel and property benefited thereby for the first annual assessment is the amount set opposite the description of each piece or parcel of land as described in Aubrey Glenn Street Lighting District Assessment Roll as set forth in Exhibit "A" attached, and that each piece or parcel of land benefited by the improvements, to the full extent of the amount so set opposite such piece or parcel and that the respective amounts represent the proportionate benefits of said improvements to said respective parcels of property, and the Council does hereby declare that each of the parcels of property described in Aubrey Glenn Street Lighting District Roll as set forth in Exhibit "A" attached is hereby assessed the first annual assessment amount set opposite each respective description.

- i. Summary of first annual assessment costs for formation of the lighting district to serve the area known as "Aubrey Glenn Street Lighting Local Improvement District":

Two 35' Fiberglass, Direct Bury Pole	\$181.44
Two 47-Watt Luminary	\$123.84
Engineering Costs	\$182.00
Administrative Fee	<u>\$105.30</u>
Total Estimated Assessments	\$592.58

ii. The Recorder of the City of Keizer is hereby directed to send a notice of first annual assessment to each owner of assessed property by mail within ten (10) days after this Ordinance levying the first annual installments is passed. The notice shall include information that an application to make installment payments may be filed with the City if the assessment is collected directly from the property owner and not pursuant to ORS 223.866.

b. Second and Subsequent Annual Assessments. After a municipal lighting district has been formed in accordance with City of Keizer Ordinance 94-278, the second and subsequent annual assessments shall be spread by Resolution which may include changes in the mode of collecting the assessment. The method of assessment and notification for subsequent annual assessments shall be determined in accordance with City of Keizer Ordinance 94-278.

c. Mode of Collecting Assessments. Assessments for Aubrey Glenn Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

d. Lien on Property. The assessment shall be entered as a lien against the benefited property in the City Lien Docket.

PASSED this _____ day of _____, 2021.

SIGNED this _____ day of _____, 2021.

Mayor

City Recorder

PRELIMINARY ASSESSMENT ROLL

AUBREY GLENN MEADOW
STREET LIGHTING DISTRICT

Assessors Map and Tax Lot No.

063W23DC

15700

15800

15900

16000

16100

16200

16300

16400

16500

16600

16700

16800

16900

<u>Lot#</u>	<u>Owner</u>	<u>Cost (per lot)</u>
1 - 13	TRADEMARK ENTERPRISES, LLC P.O. Box 5248 Salem, OR 97304	\$45.58 (first year)
	Total Assessment:	\$592.58

CITY COUNCIL MEETING: August 16, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: AGREEMENT WITH PROTHMAN COMPANY

Staff issued a Request for Proposals on June 18, 2021 soliciting proposals for executive recruitment services for city manager. Three proposals were independently evaluated by the selection committee (the Mayor, the Human Resource Director, and the Finance Director).

Based on the selection committee's recommendation, a notice of intent was sent to the proposers indicating that Prothman Company was the successful proposer.

Subject to Council approval, Prothman Company has agreed to the terms of an agreement. Such proposed agreement is attached to the enclosed Resolution.

RECOMMENDATION:

Adopt the attached Resolution Authorizing the City Manager to Sign the Agreement with Prothman Company.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2021-_____

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6 AUTHORIZING THE CITY MANAGER TO ENTER INTO
7 AGREEMENT WITH PROTHMAN COMPANY

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10 WHEREAS, a request for proposal was issued on June 18, 2021 soliciting
11 proposals for executive recruitment services for city manager;

12 WHEREAS, three acceptable proposals for this project were received.

13 WHEREAS, the proposals were independently evaluated by the selection
14 committee and the selection committee recommended that Prothman Company be
15 awarded the Agreement.

16 WHEREAS, the proposers were notified that the evaluation resulted in the intent
17 to award the Agreement to Prothman Company;

18 WHEREAS, the parties have negotiated the terms of the Agreement and desire to
19 enter into such Agreement;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
22 is hereby authorized to enter into the attached Agreement with Prothman Company to
23 perform executive recruitment services for city manager.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
 2 upon the date of its passage.

3 PASSED this _____ day of _____, 2021.

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5 SIGNED this _____ day of _____, 2021.

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 Mayor

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 City Recorder

PERSONAL SERVICES AGREEMENT

This Agreement is made between:

THE CITY OF KEIZER, an Oregon municipal corporation, ("City")

and

PROTHMAN COMPANY, ("Provider")

for

"Executive Recruitment Services for City Manager"

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide executive recruitment services for City Manager as set forth in the "Supporting Documents" which are attached hereto, and by this reference incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as the "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Keizer, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage;
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within ten (10) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 Provider shall carry Errors and Omissions (professional liability) insurance coverage with combined single limits of not less than \$1,000,000 (one million dollars) from an insurer authorized to transact business in the State of Oregon. Provider shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to the City.
- 1.4 All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 1.5 Provider agrees to comply with all applicable local, state and federal law, including but not limited to the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

Keizer encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Provider may not discriminate in the award of a subcontract because the subcontractor is a

minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. Provider specifically certifies, under penalty of perjury, that the Provider has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$20,000 (Twenty Thousand and no/100 Dollars), as provided herein as full compensation for Provider's performance of the Work as specified in the SUPPORTING DOCUMENTS. This sum shall be paid as follows:
 - 2.1.1 One-half within (15) days of completion of Phase 1 Scope of Work.
 - 2.1.2 One-half within (15) days of full execution of new City Manager employment contract.
- 2.2 City shall reimburse Provider for expenses as outlined in Provider's proposal attached hereto. Reimbursements shall be paid as follows:
 - 2.2.1 Within fourteen (14) days after City's receipt of invoice from Provider.
- 2.3 City shall directly reimburse candidates for reasonable travel expenses based on City policy. City will work directly with the candidates regarding the reimbursements.
- 2.4 In no event shall the total of all sums paid to Provider (Professional Fee and Expenses) under this Agreement exceed the sum of \$30,000 (Thirty Thousand and no/100 Dollars) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize any work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider and is free to engage the similar services of other providers in its sole discretion.

- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement; it being understood that Provider's services are personal and Provider was chosen on the basis of the quality and suitability of those personal services.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts,

accidents, or other events beyond the control of the other or the other's officers, employees or agents.

- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.12 Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, payment provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

- 4.1 All Work product produced in furtherance of this Agreement belongs to the City and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City. Provider retains no right, ownership or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work under this Agreement.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents may, by this reference, be expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
 - The Provider's complete, written Proposal to Provide Executive Recruitment Services for the City of Keizer submitted by Prothman Company.
 - The Request for Proposals (RFP) to Provide Executive Recruitment Services for City Manager.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the

event of a conflict which cannot be so resolved, the following descending order of precedence shall control:

- 5.2.1 The provisions of this Agreement.
- 5.2.2 The provisions of the Request for Proposals.
- 5.2.3 The Proposal.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - 6.1.1 termination of this Agreement;
 - 6.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - 6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 6.1.4 exercise of its right of setoff.
 - 6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:
 - 6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
 - 6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
 - 6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

- 7.1 Term
 - 7.1.1 Unless sooner terminated as provided in Subsection 7.2, this Agreement shall be effective from the date of execution on behalf of the City as set

forth below (the "Effective Date"), until a new city Manager is onboard with the City or February 1, 2022, whichever is earlier, unless a top candidate is not chosen or the top candidate fails to sign an employment contract for any reason. In that case, pursuant to the Proposal, Provider shall repeat the recruitment once for no additional professional fees, only charging expenses.

7.2 Termination

- 7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.
- 7.2.2 The City may, upon not less than 15 (fifteen) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 7.2.3 Either party may terminate this Agreement, with cause, by not less than 14 (fourteen) days' prior written notice if the cause is not cured within that 14-day period after written notice is given. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. GUARANTEE

- 8.1 Provider shall guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, Provider will conduct one replacement search with no additional professional fee, only charging expenses. This provision shall survive termination of this Agreement.

9. NOTICE

- 9.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid at the address set forth below:

If to the City:
 City of Keizer
 Attn: Human Resources Director
 930 Chemawa Road NE
 PO Box 21000
 Keizer, OR 97307

With a copy to:
 City of Keizer
 Attn: City Attorney
 930 Chemawa Road NE
 PO Box 21000
 Keizer, OR 97307

If to Provider:
 Prothman Company
 Attn: Greg Prothman
 371 NE Gilman Blvd, Suite 310
 Issaquah, WA 98027

10. WAIVER OF BREACH

- 10.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

11. ELECTRONIC TRANSMISSION

- 11.1 Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF KEIZER

PROTHMAN COMPANY

By: _____
 R. Wes Hare
 City Manager

By: _____
 Greg Prothman
 President

Date: _____

Date: _____



III- 2 letter of Transmittal

July 9, 2021

Ms. Tammie Harms
Human Resource Director
City of Keizer
930 Chemawa Rd NE
Keizer, OR 97303

Dear Ms. Harms,

Please find enclosed the Prothman Company's response to the City's RFP for Executive Recruitment Services for the position of City Manager.

CONTACT INFORMATION

Greg Prothman, President - greg@prothman.com, 206 714 9499 c 206 714 9499 w
Sonja Prothman, Vice President - sonja@prothman.com, 206.368.0050 w
371 NE Gilman Blvd., Suite 310, Issaquah, WA 98027
www.prothman.com
www.prothman-jobboard.com
Submittal Date: July 9, 2021

Respectfully Submitted,

A handwritten signature in blue ink that reads 'Greg Prothman'.

Greg Prothman
President
Prothman Company

III - PROJECT UNDERSTANDING

Prothman specializes in providing national executive recruitment services to cities, counties, districts, and other governmental agencies throughout the western United States. Headquartered in the greater Seattle area, Prothman is known and respected for outstanding customer service, quality candidate pools, and depth of knowledge and passion for local government.

a. Role of the Proposer

Greg Prothman will serve as project manager and will serve as a point of contact to ensure the recruitment process is meeting the needs of the City and is on task & on schedule.

Sonja Prothman will serve as administrative manager will serve as a point of contact for the project to ensure all staff support tasks are timely and complete.

B. Key Milestones & Deliverables - Please see schedule in section III - 5

III- 4 Qualifications

Qualifications of the Firm

a. Firm's capabilities & experience

Prothman has been in the business of finding highly qualified candidates for placement in local government organizations of various sizes with varying political ideologies for 20 years. We have worked for small organizations like Yachats, Oregon, population 800, to Belgrade, Montana, population 8,700, to large counties like King County, Washington, population 2+ million. We understand politics, council and board dynamics and community passion, and we are experts in facilitating. We have designed our recruitment process so that all stakeholders are included, listened to and treated with respect. Our company takes pride in and stakes its reputation on finding qualified candidates who are the right "fit" for our clients.

b. Experience with similar recruitments

Prothman is in the process of or has recently completed the following recruitments:

The Dalles, OR – City Manager

Lincoln County, OR – County Administrator

Jefferson County, WA - County Administrator

City of Belgrade, MT – City Manager

City of Spearfish, MT – City Administrator

City of Connell, WA - City Administrator

Town of West Yellowstone, MT – Town Manager

City of Ellensburg, WA – City Manager (recently completed)

City of Coquille, OR – City Manager (recently completed)

In the past three years Prothman is in the process of or has completed a total of 28 city/county CAO or deputy CAO placements

c. Experience in outreach & recruitment of a diverse candidate pool

Local government serves each and every community member regardless of ethnicity, gender, race, background, or economy and as we specialize in "public" organizations, we see firsthand how diversity in the workforce allows for government agencies to better understand, communicate with, and enlist cooperation from residents in multi-cultural communities.

We can assure you that we recognize the importance and wisdom of a diversity rich candidate pool and for every recruitment we conduct, we have made it our mission to reach out to and attract the most qualified and diverse candidate pool as possible for our clients. If we are chosen to be your executive recruiting partner, and more specifically, if we are chosen to recruit for the City of Keizer, we will do so with the common goal of finding the City a diverse and qualified pool of candidates.

Project Manager Qualifications

a. Project Manager

Gary Milliman - Recognized by the International City/County Management Association (ICMA) with the highly prestigious Career Excellence Award, Gary brings more than 45 years of experience in city management and public affairs to the Prothman team. Gary recently retired as City Manager for the City of Brookings, OR, and has served as a City Manager in cities with populations ranging from 2,800 to 105,000 in California and Oregon. In South Gate, California, he was principally responsible for rebuilding that city's organization, financial stability and reputation following a period of political corruption and mismanagement. Gary has served as City Manager in Cotati, Fort Bragg and Bell Gardens, California, and in Brookings, Oregon, as well as serving as Southern California Director for the League of California Cities. Having completed an undergraduate degree in journalism, Gary earned a Master of Public Administration degree from the University of Southern California (USC) and completed the Senior Executives in State and Local Government program at Harvard University.

b. Project Manager Experience

Mr. Milliman Experience – Is currently managing or has managed the following chief administrative officer searches:

The Dallas, OR - City Manager, Lincoln County, OR - County Administrator, Spearfish, SD - City Administrator, Coquille, OR - City Manager, Burns, OR - City Manager, Rawlins, WY – City Manager

c. Client References

City of Lincoln City, OR - City Manager, Community Development Director, HR Director, Finance Director

Contact - HR Director, Abby Edwards - 541.996.1201
aedwards@lincolncity.org

Jefferson County, OR - Building & Grounds Director, Community Development Director, Health Director, Public Works Director

Contact - County Administrative Officer, Jeff Rasmussen - 541.475.2449
jrasmussen@jeffco.net

City of Woodburn, OR - City Administrator, Finance Director, HR Director, Community Development Director, Police Chief, Economic Development Director

Contact - HR Director, Mel Gregg - 503.982.5231
mel.gregg@ci.woodburn.or.us

Key personnel qualifications

Greg Prothman – Project Oversight

Greg offers a unique combination of 20+ years of experience in various functions of government and 25 years of experience in public sector recruitment. Prior to forming the Prothman Company, Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his master's degree in public administration and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and next, City Manager. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration degree from the University of Washington and completed the Senior Executives in State and Local Government program at Harvard University. Greg is a volunteer EMT/Firefighter for the City of Snoqualmie and a member of Seattle Mountain Rescue.

Sonja Prothman - Project Administrative Manager

Sonja directs the day-to-day administrative operations of the Prothman Company and has over 14 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the “elected official” side of government – a vital perspective for understanding our clients’ needs. Sonja also brings private sector expertise having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor’s degree in Communications from the University of Washington.

Barry Gaskins - Project Support

Barry is responsible for candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor’s degree from California State University in Los Angeles.

Jared Eckhardt - Project Support

Jared is responsible for profile development and candidate outreach. Jared works one-on-one with the client for the profile development and works with Sonja and the lead consultant on each client’s outreach strategies. Jared graduated from the University of Washington, earning his BA in Communications.

Madison Lindquist - Project Support

Madison is responsible for social media placements, direct mail outreach and Online Application Service support. Madison works one-on-one with the client to ensure optimal outreach in all available social networking resources. Madison graduated from the University of Washington, earning her BA in Communications.

III – 5 PROJECT APPROACH AND SCHEDULE

a. Detailed explanation of the proposer's approach

1. Develop a Tailored Recruitment Strategy

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule

Information Gathering and Research (*Soliciting Input*)

We will travel to Keizer or meet via phone / Zoom and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next City Manager. We will:

- ◆ Meet with the City Council
- ◆ Meet with Leadership Team and City Staff
- ◆ Meet with community and other stakeholders, as directed
- ◆ Review all documents related to the position

Position Profile Development (*Identifying the Ideal Candidate*)

We will develop a profile of your ideal candidate. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
Years of related experience, education required and ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position, and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. **We have an aggressive recruitment strategy which involves the following:**

- ◆ **Print and Internet-based Ads** placed nationally and locally in professional publications, journals, and related websites.
- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to hundreds of city/county management professionals who are not actively searching for a new position.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages and on the Prothman website**, which receives over five thousand visits per month from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills,

analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.

- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 6 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation

We will prepare and send to you a detailed summary report and binders which include each candidate's application materials and the results of the personal interviews and publication search.

We will travel to Keizer or meet via phone/Zoom and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

4. Prepare Materials and Process for Final Interviews

Final Interview Process (Selecting the Right Candidate)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ♦ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels, community tours and/or an evening reception.
 - **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.
 - **Identifying Interview Panel Participants & Panel Facilitators**
- ♦ **Background Checks**
Background checks include the following:
 - **References**
We conduct 6-8 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
We contract with Sterling for all background checks.
- ♦ **Candidate Travel Coordination**
After you have identified the expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ♦ **Final Interview Binders**
The Final Interview Binders include the candidates' application materials and are the tool that keeps the final interview process organized. Each panel member will be provided a binder.

Final Interviews with Candidates

We will travel to Keizer and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be

discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.

- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.
- ◆ **Candidate Evaluation Session:** After the debrief, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

b. Project Schedule and Milestones

One of our first tasks will be to coordinate and commit to a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. We provide you with our cell phone numbers so that you have direct access to your lead consultant and support staff, and we will communicate and update you as often as you desire. Our recruitments take approximately 10-14 weeks to complete, depending on the scope and direction from the client. You can expect approximately: 2-3 weeks for stakeholder interviews and profile development and approval, 5-6 weeks for recruitment, 2-3 weeks for screening and interviewing, and 2-3 weeks for coordinating final interviews.

Date	Topic
Weeks of August 23 & 30, 2021	Meet via Zoom/phone or travel to Keizer for stakeholder interviews. Gather information for position profile. Send position profile for review and edits.
September 7, 2021	Post Profile & Start Advertising
September 20, 2021	Send Direct Mail
October 17, 2021	Application Closing Date
Weeks of Oct. 18 & 25, 2021	Prothman screens applications & interviews top 8 - 15 candidates
Week of November 1, 2021	Travel to Keizer or meet via phone/Zoom for Work Session to review semifinalists and design final interviews
Week of Nov. 22 or 29, 2021	Travel to Keizer for Final Interview Process

III – 6 ADDITIONAL INFORMATION

Recruitment Knowledge and Experience

The Prothman team has conducted over 600 national and regional recruitments and interim placements. We have read and screened over 15,000 resumes, and we have personally interviewed over 6,500 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

Firsthand Knowledge of Local Government

Every Prothman team member has worked in local government. Our talented consultants have a cumulative 175 years in local government service, with expertise ranging from organization management, police and fire management, human resources, finance, public works and elected official public service.

Our Proven Process

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

Our Guarantee

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee.

Warranty

Repeat the Recruitment: If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be for the expenses.

COVID-19 Experience

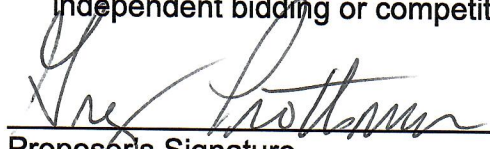
We have successfully completed many recruitments during the current pandemic and social distancing regulations. We have implemented many levels of Zoom meetings with the client, including work sessions and final interviews with boards. We have held final interviews via Zoom to narrow the candidates down to the top one or two to be invited for a personal onsite interview. We have had a final candidate chosen based solely on the Zoom interviews and we have had boards narrow it down to one final candidate to bring in for in-person interviews based on the Zoom interviews. We have also had final interviews where all candidates were on site and social distancing parameters and masks were adhered to. There is no cookie cutter here; we work with you to address your concerns and comfort level with social distancing and we provide a process that supports your needs.

SECTION VI

VI-1 CERTIFICATION STATEMENT

All proposals must include this certification statement signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule.

- A. Proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.
- B. Proposal and cost schedule shall be valid and binding for sixty (60) days following the proposal due date or any revised proposal submission date, whichever is later, and will become part of the contract that is negotiated with the City.
- C. The proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise.
- D. The proposer certifies that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.


Proposer's Signature

7/2/21
Date

GREG PROTHMAN
Print Name

President
Title

Proposer's Federal Taxpayer Identification number: 91-210148

This certification statement must be signed and submitted with the proposal.

III – 7 COST SCHEDULE

Professional Fee

The fee for conducting a City Manager recruitment with a one-year guarantee is \$20,000.

The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and onsite meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, at the beginning, halfway, and upon completion of the final interviews.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We do not markup expenses and we work diligently to keep expenses at a minimum and keep records of all expenditures. The City of Keizer will be responsible for reimbursing expenses Prothman incurs on your behalf. Expenses include:

- Newspaper, trade journal, websites, and other advertising (approx. \$1,700 - 1,900)
- Direct mail announcements (approx. \$1,600 - 1,800)
- Interview Binders & printing of materials (approx. \$300 - 500)
- Delivery expenses for Interview Binders (approx. \$175 - 350)
- Consultant travel: Mileage at IRS rate, travel time at \$45 per hour, lodging (approx. \$750 - 950 per trip)
- Background checks performed by Sterling (approx. \$170 per candidate)

Other Expenses

Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

Warranty

Repeat the Recruitment: If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be for the expenses.

Guarantee

Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be for the expenses.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

**CITY OF KEIZER
REQUEST FOR PROPOSALS
TO PROVIDE**

Executive Recruitment Services for City Manager

Date Due: **July 9, 2021**
Time Due: **11:00 am**, local time

Submit proposals electronically to:
Tammie Harms at HarmsT@Keizer.org
and
Machell DePina at DePinaM@Keizer.org

ADVERTISEMENT**CITY OF KEIZER
Executive Recruitment Services for City Manager****REQUEST FOR PROPOSALS**

The City of Keizer invites qualified firms to submit proposals to provide an executive search process for City Manager including developing recruitment strategy, advertising, soliciting candidates, screening, selection and pre-hire services based upon the scope of work contained in the Request for Proposal. The intent is to select ONE FIRM to provide services.

Proposals will be received electronically by Tammie Harms at Harmst@keizer.org and Machell DePina, Human Resources Director at DePinaM@keizer.org until July 9, 2021 at 11:00 A.M. local time.

The complete Request for Proposal is located on the City's website and may also be obtained from Tammie Harms, City of Keizer, 930 Chemawa Rd NE, Keizer Oregon 97303, (503) 856-3433 or HarmsT@keizer.org. The Request for Proposal can be found at the City's website <https://www.keizer.org> by clicking on the Bids, Notices & Public Hearings at the bottom of the page.

Questions regarding this solicitation should be directed to Tammie Harms at 503-856-3433.

Published June 18, 2021

SECTION I

BACKGROUND AND SCOPE OF WORK

I. Introduction

I-1A Description of the Scope of Work

The City of Keizer is interested in retaining the services of an experienced, professional executive search firm well connected to the government sector to develop and execute a customized recruitment process for the position of City Manager, the City's Chief Executive Officer. The City of Keizer invites qualified firms to submit proposals to provide the services described in this Request for Proposal (RFP).

The City of Keizer is a dynamic and diverse community and the City employs a diverse workforce and encourages Minority, Women and Emerging Small Business (MWESB) and Veteran firms seeking contracting opportunities.

I-1B Background Information

Keizer is located in northwestern Oregon in Marion County, along the 45th parallel. As of July 1, 2020, its population was 38,585. It is the 14th largest city in Oregon and was incorporated in 1982. Keizer lies inside of the Willamette Valley and is part of the Metropolitan Statistical Area. Keizer shares its southern border with Salem, the state capitol. Keizer is primarily a residential community having a low level of commercial and industrial activity. Most new commercial development is at Keizer Station, near Interstate 5.

In spite of its growth since the 1990's, Keizer continues to preserve its small-town pride by supporting many volunteer organizations and community-wide events. The City has a diverse workforce of 101 FTE and an operating budget of approximately \$48M including a capital project budget of approximately \$8.8M. The City's prior City Manager resigned in April 2021 after serving the City of Keizer for over 20 years. It is the Council's goal to have a new City Manager selected and onboard with the City in early January 2022.

City Departments include City Recorder, Planning, Finance, Human Resources, Legal, Public Works, and Police. Sewer services are provided by the City of Salem and with Willamette Valley Communications Center (WVCC) for 911 services. Fire services are provided by the Keizer Fire District and Marion County Fire District #1.

The City is recognized by International City Managers' Association (ICMA) as a Council-Manager form of government. The governance of the City is vested in the City Council. The Council is composed of a mayor and six elected councilors elected from the city at large. Councilors serve four-year terms and the Mayor

serves a two-year term. The City Manager is appointed by the Council and is responsible for the administration of all city functions. The City Manager is responsible for ensuring that quality services are provided efficiently to Keizer's residents. As the conduit between the City Council and City staff, the City Manager is accountable for delivering on Council's policy directives.

I-1C Statement of the Consultant's Role and Desired Qualifications

Consultant's Role

The City wishes to conduct a nationwide search for a new City Manager and seeks professional assistance with a full scope search process. The Project Scope of Work is described in detail below and includes: facilitation with the City Council on the development and execution of a recruitment and selection process; development of a candidate profile; advertisement of the position; outreach to potential candidates; screening of applications; leading the interview process; finalist background and reference checks.

Consultant's Desired Minimum Qualifications

Proven experience leading search processes for City Managers in similar sized cities and demonstrated success placing upper management and executive management professionals in other local government organizations with particular emphasis in the Pacific Northwest.

I-1D Scope of Work

The City's goal is to provide an open and fair recruitment that will attract a diverse applicant pool of top talent, incorporating the interests of the City's workforce, Keizer community, City elected officials and local government partners into the selection process and guiding the Keizer City Council in the hiring process of the City's next City Manager.

Phase I – Scope of Work

- Work under the direction of the City Council, Interim City Manager and Human Resources Director to create and develop a timeline and recruitment strategy.
- Solicit input from the City Council, City Leadership and Community stakeholders to understand the expectations of the search process and the qualities and attributes of the City's next City Manager. Input from these groups will guide the Council's choice in formulating a customized search process as well as serve to represent advertising, outreach and selection criteria used throughout the search process.
- Prepare a professional recruitment brochure and advertising copy that represents the position, current challenges and opportunities facing the City and a candidate profile that will attract experienced City Manager candidates who will succeed in the role at Keizer.
- Manage and oversee the recruitment process from planning through post hire.

- Advertise the position on a nationwide basis using targeted advertising for City Management and Public Administrators. Actively solicit qualified talent from diverse applicants that meets Keizer's candidate profile and encourage their candidacy for this position. Collect applications throughout the posting period.
- Conduct the initial screening of applicants and provide recommendations to City Council for secondary selection processes.

Phase II – Scope of Work

- Develop assessment tools, interview questions and a rating/selection method for Council to use to select candidates to proceed to final selection processes.
- Schedule interviews, including set up and confirmation with candidates.
- Facilitate any travel logistics or remote interviewing processes.
- Prepare all correspondence to applicants.
- Facilitate selection

Phase III – Scope of Work

- Conduct a thorough background investigation on the finalist(s) under hiring consideration including reference checks, criminal history, media discovery and academic verifications.
- Facilitate candidate employment agreement negotiations, if requested by the Council.
- Notify all candidates of decision.

SECTION II PROPOSAL PROCESS

II-1 Schedule of RFP

The City anticipates the following general timeline for receiving and evaluating proposals and selecting a consultant. The timeline listed below may be changed if it is in the City's best interest to do so.

RFP Advertised	June 18, 2021
Date to Submit Changes or Solicitation Protests	June 25, 2021
Last Date for Addenda	July 7, 2021
Proposal Due	July 9, 2021
Evaluate Proposals	July 12 to July 16, 2021
Selection of Finalists to be interviewed	July 19, 2021
Interviews*	week of July 26, 2021
Notice of Intent to Award	August 2, 2021
Protest Period Ends	August 9, 2021
Contract Awarded by CITY COUNCIL	August 16, 2021
Commencement of Services	August 18, 2021
Complete Project	when new City Manager is onboard or February 1, 2022, whichever is earlier

*The need for interviews will be determined by the City.

II-2 Pre-proposal Conference

Not required for this project.

II-3 Proposal Due Date

The proposal must be delivered electronically to both Tammie Harms at Harmst@keizer.org and Machell DePina, Human Resources Director at DePinaM@keizer.org no later than **July 9, 2021** at 11:00 AM local time. Proposals received after the specified date and time will not be given further consideration. Proposers are urged to submit prior to that date/time in case there are problems with the electronic transmittal. The City is not responsible for any delays or failure of any type, including with the City's email system. A confirmation reply will be sent to proposer. The body of the email shall plainly identify: (1) the project name, (2) the proposal due date and time, and (3) the proposer's name. Proposer shall be responsible for calling Tammie Harms at 503-856-3433 to confirm the City has received the proposal if no confirmation Reply is received.

Proposals must be clearly marked with the above information.

II-4 Proposal Opening Date.

The City will not publicly open or read proposals aloud.

II-5 Solicitation Protest

A person may protest or request a change of a solicitation provision, evaluation criteria, scope of work, specification or contract term no later than the date listed in the RFP schedule. No protest of the selection of a consultant or award of a contract because of a solicitation provision, evaluation criteria, scope of work, specification or contract term will be considered after such time. The protest or request for change shall include the reason for the protest or change, any proposed language, and why the proposed language would benefit the City. The City shall consider the protest or request for change and may reject the protest or request for change, issue an addendum or cancel the RFP. No protest or request for change will be considered if received after the deadline. No oral or telephone protests or requests for change will be accepted. The protest must be addressed to the City Manager and submitted to the following email address:

Harmst@keizer.org

II-6 Official Contacts

Questions regarding the scope of services must be directed to:

Machell DePina
 Director of Human Resources
 City of Keizer
 930 Chemawa Rd NE,
 Keizer Oregon 97303
 (503) 856-3417
 E-Mail: DePinaM@keizer.org

Proposers with questions regarding the RFP process may contact Tammie Harms at 503-856-3433 or HarmsT@keizer.org.

SECTION III PROPOSAL FORM AND CONTENT

III-1 General Information

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

Provide one email with two separate files. One file should contain a PDF of the complete proposal without a reference to the cost, and the other file should contain only the cost proposal. The proposal shall not exceed **ten (10)** pages (not including addenda) in length; consecutively number all pages of the proposal. Organize the proposal in accordance with Section III-2 through III-8.

All addenda of this RFP should be submitted as part of the Proposal. Receipt of each addendum shall be acknowledged by the proposer by signing in the appropriate designated location. Each proposer should ascertain, prior to submitting a proposal, that the proposer has received all addendum issued by the City of Keizer. Addenda are posted on the City of Keizer's website.

III-2 Letter of Transmittal

All proposals must include a cover letter addressed to the City's Human Resources Director and signed by a duly constituted official legally authorized to bind the proposer to both its proposal and cost schedule. The cover letter must include the name, address, email address and telephone number of the proposer and the name, title, address, email address and telephone number, of the person authorized to represent the proposer and to whom the City should direct correspondence.

III-3 Project Understanding

The proposer shall include a detailed statement to demonstrate its understanding of the project, including but not limited to:

- The City's goals in pursuing the project.
- The role of the proposer.
- Key project milestones, which are most important, and the ramifications of missing milestones.
- The key deliverables required by the project.

III-4 Qualifications

Proposals shall demonstrate the qualifications and experience of the personnel who will work directly with the City rather than describing the general experience and qualifications of the firm. The City will not consider promotional literature of a general nature. The focus should be on recent experience within the last **five (5)** years that is relevant to the scope of work outlined in this RFP. Include the following information:

Qualifications of the Firm

- a. Describe the firm's capabilities and experience.
- b. List firm experience working with similar recruitments.
- c. Describe firm's experience performing outreach and recruitment to produce a high caliber candidate pool that is representative of the community of Keizer and its workforce, one that is diverse in gender, racial, ethnic and cultural backgrounds, spoken languages and economic composition.

Project Manager Qualifications

- a. The project manager is the person who will be assigned by the proposer to provide day-to-day management of this project.
- b. List the qualifications of the project manager who will work on this project. Include a description of the relevant education and training, certificates and licenses, professional background, and years of experience performing executive recruitment searches for City Manager and other high-level public sector recruitments.
- c. Describe the experience of the project manager, particularly similar projects with government entities. Identify the project manager's specific role in relevant projects; do not include projects where the project manager had a minor or no active role.
- d. Provide three (3) client references who have worked with the project manager.
- e. If submitting a resume, only include project experience relevant to the scope of work outlined in this RFP.

Key Personnel Qualifications

- a. Provide information about the qualifications and experience of key personnel that support the Project Manager and the executive search process.
- b. Describe the relationship of the project manager working with the key personnel in terms of roles and duties.

Subcontractor Qualification

If a subcontractor will be used in this project:

- a. Provide information about the qualifications and experience of any subcontractor(s).
- b. Describe the relationship of the project manager and key personnel working with the subcontractor(s) in terms of roles and duties.

III-5 Project Approach and Schedule.

The proposer shall include a detailed statement of its approach to the project and schedule. Include the following information:

- a. A detailed explanation of proposer's approach to the work, the techniques the proposer expects to use, and the use of key personnel. This should include an explanation of suggested modifications (if any) of the work items and scope of work presented in this RFP.
- b. Describe how proposer would use City personnel, if at all, to assist during the project and indicate the approximate time requirement.
- c. Describe the projected workload of the project manager, key personnel and subcontractors and demonstrate their availability to timely provide the services requested in this RFP.
- d. Outline a work plan and related time schedule for each significant segment of the work.
- e. Describe how proposer has approached candidate evaluations and interviews during the restrictions of the current COVID-19 pandemic.
- f. Describe how the firm approaches collecting feedback from key stakeholders prior to recruitment (including, but not limited to City Councilors, City leadership, Neighborhood Associations, Educational partners, Business and Industry, Social Justice, Civic Organizations, Faith Communities and other community organizations).
- g. Provide any additional information about proposer's project approach that would be beneficial to the selection committee.

III-6 Additional Information

Provide any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project. Use this section to address those aspects of your services that distinguish your firm from other firms.

If there is no additional information to present, state, "There is no additional information we wish to present."

III-7 Cost Schedule

The proposer's cost schedule shall be submitted with the proposal, but in a separate electronic file. The cost schedule will not be reviewed by the evaluation committee until after the initial ranking of all proposals.

All costs are to be contained in this section. For each project element, include a cost and state a grand total for all project elements. This section shall also include payment terms required for services rendered.

The cost schedule shall include:

1. Proposer's total professional fee for the requested work and a detailed breakdown of fees to perform any special requests, customizations or broadening of the scope of work beyond what is described in the RFP.
2. An estimate of potential expenses that are not covered in the professional fee and which the City is expected to reimburse to the proposer.

III-8 Certification Statement

All proposals must contain a signed certification statement (see Section VI).

SECTION IV EVALUATION / SELECTION OF PROPOSALS

IV-1 Clarifications

The City reserves the right to seek written clarification of each proposal submitted. The City also reserves the right to require other evidence of minimum qualifications, technical, managerial, financial, or other abilities prior to selection and to request a Best and Final Offer (BAFO) from the one or more of the top-ranked firms.

IV-2 Evaluation Criteria

The City will make a selection based on the evaluation of the written proposals and, if necessary, interviews. The City may elect to interview all proposers or only the highest ranked proposer(s). The City reserves the right to make a selection based only on the evaluation of the written proposals. Written proposals and interviews will be evaluated based on the following criteria:

1. Project Understanding – 10%
2. Qualifications – 40%
3. Project Approach and Schedule – 40%
4. Cost Schedule - 10%

5. Interview (Communication Skills / Accessibility) – See below

Scoring will be completed covering all areas listed in No. 1 to 4 above in the evaluation criteria. Proposals must provide a concise description of the proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. All scores for each proposer shall be added together to arrive at a final score for each proposer. Proposals will then be ranked in descending order by the total proposal score. Interview scoring, if any, will be added together with the evaluation criteria scoring to arrive at a new final score for each proposer interviewed.

IV-3 Method of Selection

The Selection Review Committee will be comprised of at least five members. The selection committee shall be comprised of the Mayor, Finance Director and Human Resources Director. The City reserves the right to change the make-up of the committee depending on the availability of the proposed members. The role of the selection committee is to evaluate the proposals submitted and make a recommendation of award. A selection committee will evaluate each submitted written proposal and each interview, when applicable, to determine the responsible proposer whose proposal is the most advantageous to the City based on the evaluation process and evaluation criteria outlined in this RFP. The City will award the contract to the highest ranked responsive proposer.

IV-4 Single or Multiple Contracts

One firm will be selected to provide all services.

IV-5 Notice of Intent to Award

Responsive proposers to this RFP will be notified of the selection committee's recommendation and the City's intent to award a contract on the date indicated in the RFP schedule, but in any event not less than seven (7) days prior to award of the contract.

IV-6 Selection Protest

Proposers who disagree with the City's selection decision may protest that decision. The judgment used in the scoring by individual evaluators is not grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a solicitation protest will be considered. The selection protest must be submitted in writing within seven (7) calendar days of the Notice of Intent to Award. The protest shall be addressed to the City Manager and submitted to the following email address:

Harmst@keizer.org

The selection protest must state all the relevant facts that establish that all higher ranked proposers were ineligible for selection because their proposals were non-responsive or the proposer was not responsible. A written decision will be sent to the protester. The City shall not consider a proposer's contract award protest submitted after the above timeline.

IV-7 Agreement

A sample contract that the City expects only the successful proposer to execute is included as Section VII-1. The City reserves the right to negotiate a final contract that is in the best interest of the City.

The contract will define the extent of services to be rendered, method and amount of compensation. The contract will be negotiated with the number one ranked proposer for the project. If an agreement is not reached, negotiations will be terminated. Negotiations will then begin with the selection committee's second choice for the project.

When an agreement is reached, a contract for the work will be prepared and executed upon Council approval.

IV-8 Term.

The contract term will end when the new City Manager is onboard with the City or February 1, 2022, whichever is sooner.

IV-9 Compensation.

The final contract will be negotiated based on a lump sum not to exceed price.

SECTION V GENERAL INFORMATION

V-1 Compliance with the Rules

Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Personal services contracting in the City of Keizer shall be subject to state public contracting laws except as otherwise provided in the City of Keizer Ordinance 2005-519. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

V-2 Proposal Withdrawal

Any proposal may be withdrawn at any time before the proposal due date and time, by providing a written request for the withdrawal of the proposal to the issuing office. A duly authorized representative of the firm shall execute the

request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

V-3 Addenda

The City of Keizer reserves the right to make changes to the RFP by written addendum, which shall be posted on the City of Keizer website. A prospective proposer may request a change in the RFP by submitting a written request to the email address set forth above. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Keizer no later than the date set in the RFP schedule.

The City of Keizer will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the City Manager's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City of Keizer managers, employees, or agents to the prospective Proposers shall not bind the City of Keizer.

1. All addenda, clarification, and interpretations will be posted on the City of Keizer's website at: www.keizer.org.

2. No addenda will be issued later than the date set in the RFP schedule, except an addendum, if necessary, postponing the date for receipt of proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals leading to obtaining best offers or best and final offers.

3. Each proposer shall ascertain, prior to submitting a proposal, that the proposer has received all addenda issued, and receipt of each addendum shall be acknowledged in the appropriate location on each addendum and included with the Proposal submitted.

V-4 Cancellation, Delay or Suspension of Solicitation; Rejection of Proposals

The City may cancel, delay, or suspend this solicitation if in the best interest of the City as determined by the City. The City may reject any or all proposals, in whole or in part, if in the best interest of the City as determined by the City.

V-5 Irregularities

The City reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

V-6 Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

V-7 Ownership of Documents

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

V-8 Confidentiality of Information

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the proposal shall be treated as confidential by the proposer. Any oral or written disclosure to unauthorized individuals is prohibited.

V-9 Public Record

All proposals and information submitted by proposers shall be public records and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.311 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.345(2) and ORS 192.355(4). Proposals must clearly identify such material, keep it separate, and provide separate notice in writing of the status of this material to the official contact.

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

V-10 Equal Opportunity Policy For Consultants

By submitting a proposal, the proposer agrees to comply with all applicable local, state and federal law, including but not limited to the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

Keizer encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging

Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Proposers may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. By submitting a proposal, the proposer specifically certifies, under penalty of perjury, that the proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

V-11 Minimum Qualifications

The firm and all applicable personnel must be legally qualified in the State of Oregon (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.

V-12 Insurance Requirements

Consultant shall obtain and at all times maintain in force at Consultant's expense during the term of the project and until City's final acceptance of all Work performed for the project, the insurance noted below:

1. A policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage. The insurance required shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.

Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Keizer, its officers, agents and employees" with respect to claims arising out of Provider's Work under the Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Consultant shall immediately notify the City of any change in insurance coverage;
- Consultant shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within ten (10) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

2. Consultant shall carry Errors and Omissions (professional liability) insurance coverage with combined single limits of not less than \$1,000,000 (one million dollars) from an insurer authorized to transact business in the State of Oregon. Consultant shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to the City.

3. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.General Liability.

SECTION VI

VI-1 CERTIFICATION STATEMENT

All proposals must include this certification statement signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule.

- A. Proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.
- B. Proposal and cost schedule shall be valid and binding for sixty (60) days following the proposal due date or any revised proposal submission date, whichever is later, and will become part of the contract that is negotiated with the City.
- C. The proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise.
- D. The proposer certifies that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Proposer's Signature

Date

Print Name

Title

Proposer's Federal Taxpayer Identification number: _____

This certification statement must be signed and submitted with the proposal.

SECTION VII

VII-1 Sample Contract Form (draft for review only) is a separate document accompanying the RFP.

PERSONAL SERVICES AGREEMENT

This Agreement is made between:

THE CITY OF KEIZER, an Oregon municipal corporation, ("City")

and

_____, ("Provider")

for

"Executive Recruitment Services for City Manager"

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide executive recruitment services for City Manager as set forth in the "Supporting Documents" which are attached hereto, and by this reference incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as the "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Keizer, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage;
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within ten (10) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 Provider shall carry Errors and Omissions (professional liability) insurance coverage with combined single limits of not less than \$1,000,000 (one million dollars) from an insurer authorized to transact business in the State of Oregon. Provider shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to the City.
- 1.4 All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 1.5 Provider agrees to comply with all applicable local, state and federal law, including but not limited to the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

Keizer encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Provider may not discriminate in the award of a subcontract because the subcontractor is a

minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. Provider specifically certifies, under penalty of perjury, that the Provider has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$_____ (_____), as provided herein as full compensation for Provider's performance of the Work as specified in the SUPPORTING DOCUMENTS. This sum shall be paid as follows:
 - 2.1.1 One-half within (15) days of completion of Phase 1 Scope of Work.
 - 2.1.2 One-half within (15) days of full execution of new City Manager employment contract.
- 2.2 In no event shall Provider's total of all compensation under this Agreement exceed the sum of \$_____ (_____) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize any work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider and is free to engage the similar services of other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement; it being understood that Provider's services are personal and

Provider was chosen on the basis of the quality and suitability of those personal services.

- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

- 3.12 Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, payment provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

- 4.1 All Work product produced in furtherance of this Agreement belongs to the City and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City. Provider retains no right, ownership or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work under this Agreement.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents may, by this reference, be expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
- The Provider's complete, written Proposal to Provide Executive Recruitment Services for the City of Keizer submitted by _____.
 - The Request for Proposals (RFP) to Provide Executive Recruitment Services for City Manager.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the following descending order of precedence shall control:
- 5.2.1 The provisions of this Agreement.
 - 5.2.2 The provisions of the Request for Proposals.
 - 5.2.3 The Proposal.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - 6.1.1 termination of this Agreement;
 - 6.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - 6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 6.1.4 exercise of its right of setoff.
 - 6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:
 - 6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
 - 6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
 - 6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

- 7.1 Term
 - 7.1.1 Unless sooner terminated as provided in Subsection 7.2, this Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), until a new city Manager is onboard with the City or February 1, 2022, whichever is earlier.

7.2 Termination

- 7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.
- 7.2.2 The City may, upon not less than 15 (fifteen) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 7.2.3 Either party may terminate this Agreement, with cause, by not less than 14 (fourteen) days' prior written notice if the cause is not cured within that 14-day period after written notice is given. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. NOTICE

- 8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid at the address set forth below:

If to the City:
 City of Keizer
 Attn: Human Resources Director
 930 Chemawa Road NE
 PO Box 21000
 Keizer, OR 97307

With a copy to:
 City of Keizer
 Attn: City Attorney
 930 Chemawa Road NE
 PO Box 21000
 Keizer, OR 97307

If to Provider:

 Attn: _____

9. WAIVER OF BREACH

- 9.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

10. ELECTRONIC TRANSMISSION

- 10.1 Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF KEIZER

By: _____

By: _____

Date: _____

Date: _____

CITY COUNCIL MEETING: August 16, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: DEPARTMENT OF CORRECTIONS INMATE WORK PROGRAM AGREEMENT

The City has had an Inmate Work Program Agreement with the State Department of Corrections since October 23, 2014 for the purpose of having minimum security inmates provide labor in certain circumstances. The Agreement was extended in 2016 to October 31, 2021.

Agreements that have a term of two years or less and not over \$25,000 are not required to be approved by Council under City Ordinance. This amendment is before Council because staff desires to extend the Agreement for an additional five years to October 31, 2025.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Public Works Director to sign Amendment #2 to the Department of Corrections Inmate Work Program Agreement.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZING PUBLIC WORKS DIRECTOR TO SIGN
AMENDMENT #2 TO DEPARTMENT OF CORRECTIONS
INMATE WORK PROGRAM AGREEMENT

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

WHEREAS, the Department of Corrections desire to place selected minimum security inmates in appropriate work situations to perform labor with a public benefit while providing opportunities for participating inmates to learn work skills and develop appropriate work habits;

WHEREAS, the City from time-to-time has projects that are appropriate for the Department of Corrections' program;

WHEREAS, the Public Works Director entered into the Department of Corrections Inmate Work Program Agreement ("Agreement") on October 23, 2014;

WHEREAS, the Council authorized the Public Works Director to extend the term to October 31, 2021;

WHEREAS, the City desires to extend the term to October 31, 2026;

WHEREAS, the City Council of the City of Keizer has considered this matter and wishes to move forward with an extension;

NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that the Public
 2 Works Director is authorized to sign Amendment #2 to the Agreement attached hereto
 3 and by this reference incorporated herein.

4 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
 5 upon the date of its passage.

6 PASSED this _____ day of _____, 2021.

7

8 SIGNED this _____ day of _____, 2021.

9

10

11

12

13

14

15

 Mayor

 City Recorder

**AMENDMENT #2
STATE OF OREGON
OREGON DEPARTMENT OF CORRECTIONS
hereinafter referred to as "ODOC"**

AND

**CITY OF KEIZER,
hereinafter referred to as "CITY"**

AMENDMENT TO MASTER AGREEMENT #632

This amendment is entered into between the ODOC and CITY, in order to revise Master Agreement #632 in the following respects:

- *Section #21 "Implementation and Duration":*
 - **CHANGE:** "October 31, 2021"
 - **TO READ:** "October 31, 2026"

All other provisions of Master Agreement #632 shall remain in full force and effect. Nothing in this Amendment is intended to, nor shall it in any way be construed to, modify or amend any term or condition of Master Agreement #632, other than the above noted revisions.

IN WITNESS WHEREOF, the parties have, by signature of their duly authorized representatives, executed this Agreement, which shall be effective as of the date last signed below.

By _____
City of Keizer

Date: _____

By _____
Oregon Department of Corrections
Assistant Director Rob Persson

Date: _____



MINUTES
KEIZER CITY COUNCIL
Monday, August 2, 2021
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Elizabeth Smith, Councilor
Roland Herrera, Councilor
Daniel Kohler, Councilor
Kyle Juran, Councilor
Ross Day, Councilor

Staff:

Wes Hare, Interim City Manager
Shannon Johnson, City Attorney
Tim Wood, Finance Director
Bill Lawyer, Public Works Director
John Teague, Police Chief
Shane Witham, Planning Director
Machell DePina, Human Resources
Debbie Lockhart, Deputy City Recorder

Absent:

Laura Reid, Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

None

**COMMITTEE
REPORTS**

Rick Kuehn, Keizer, reported that the Traffic Safety-Bikeways-Pedestrian Committee heard complaints regarding traffic running red lights and vehicles with loud mufflers, reviewed maps showing sidewalk gaps, and discussed traffic control measures taken for KeizerFest and street mural painting.

PUBLIC COMMENT

Carol Doerfler, Keizer, suggested that the City reach out to the community to bring in one or two members of the BIPOC community as representatives on the Community Engagement Diversity Work Group. Mayor Clark explained that the Work Group is a subgroup of Council and will bring Council a recommendation. Council will then move forward and likely include a variety of members – multiple voices with multiple life experiences.

Omar Alvarado, Keizer, invited everyone to the “Fire Out West” music and art fair being held on September 5 at Volcano Stadium.

Wayne Frey, Keizer, voiced concern over possible development at 5724 River Road, noting that he was concerned that the heavy equipment being used would damage his home. Planning Director Shane Witham responded that a pre-application meeting had taken place but no building

permits requested. The area has been zoned mixed use for 20 years and individual property owners can decide how they want to develop.

John Eld, Bonaventure, shared the history of the reimbursement district on the agenda and asked that Council allow Bonaventure to work with staff to amend the original reimbursement district.

Corrie Falardeau and *Jonathan Thompson*, Keizer Chamber, provided details of various events planned for the KeizerFest and thanked Council, Public Works and the Police Department for their support.

PUBLIC HEARING

a. Bubba's Pub & Lotto (Formerly Gyro Stop) – Change of Ownership/Trade Name

Mayor Clark opened the Public Hearing.

Interim City Manager Wes Hare summarized his staff report.

Jackson Martino, Salem, introduced himself, noted that he hoped to open the pub on August 10, and fielded questions about his menu plans.

With no further testimony, Mayor Clark closed the Public Hearing.

Councilor Smith moved that the Keizer City Council recommend approval of the application for Bubba's Pub & Lotto under the guidelines established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Day, Juran, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Reid (1)

ADMINISTRATIVE ACTION

a. Keizer Station Area C Reimbursement District

City Attorney Shannon Johnson noted that Mr. Eld had done a good job of summarizing the requested changes and explained that since there were two separate issues, there should be two separate motions.

Councilor Smith moved that the Keizer City Council direct staff to revisit the issue of when the annual adjustment or interest should begin and schedule the appropriate public hearings. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Day, Juran, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Reid (1)

Councilor Smith moved that the Keizer City Council revisit the issue of the timing and details of the net reimbursement payment to Bonaventure/Mountain West with regards to the traffic signal cost offset and schedule the appropriate public hearings. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Day, Juran, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Reid (1)

**b. RESOLUTION –
 Amending the
 VantageCare
 Retirement
 Health Savings
 (RHS) Program
 – Plan Number
 803817**

Mr. Johnson summarized his staff report. Human Resources Director Machell DePina noted that there is no fiscal impact to the City budget.

Councilor Smith moved that the Keizer City Council approve a Resolution Amending the VantageCare Retirement Health Savings (RHS) Program – Plan Number 803817. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Day, Juran, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Reid (1)

**c. RESOLUTION –
 Establishing the
 Amount of the
 Sewer System
 Development
 Charge for
 Wastewater
 Treatment
 Facilities;
 Repealing
 Resolution
 R2020-3100**

Mr. Johnson summarized his staff report noting that this is a pass-through account with Salem.

Councilor Smith moved that the Keizer City Council approve a Resolution Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing Resolution R2020-3100. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Day, Juran, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Reid (1)

**d. RESOLUTION –
 Authorizing
 Finance Director
 to Sign U.S.
 Department of
 the Treasury
 Coronavirus
 Local Fiscal
 Recovery Fund
 Award Terms
 and Conditions
 and Assurances
 of Compliance
 with Civil Rights
 Requirements
 (ARPA Funds**

Mr. Johnson summarized this staff report noting that this is not a reimbursement but there are guidelines that must be followed. He reminded Council that a work session has been scheduled for August 23 to discuss this.

Councilor Smith moved that the Keizer City Council approve a Resolution Authorizing Finance Director to Sign U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and Assurances of Compliance with Civil Rights Requirements (ARPA Funds. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Day, Juran, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Reid (1)

CONSENT CALENDAR

- A. RESOLUTION – Authorizing the Finance Director to Enter Into Lease Agreement with Quadient Leasing USA Inc. for City Hall Postage Machine
- B. RESOLUTION – Authorizing the City Manager to Award and Enter Into an Agreement with Knife River Corp. NW for Windsor Island Road North Pavement Repairs
- C. RESOLUTION – Authorizing the Finance Director to Enter into Lease Agreement with Ricoh USA Inc for Council Chambers, Municipal Court, Police Evidence, Human Resources and Criminal Investigations Unit Copiers
- D. Approval of July 19, 2021 Regular Session Minutes

Councilor Day pulled item D

Councilor Smith moved for approval of Items A, B and C of the Consent Calendar. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Day, Juran, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Reid (1)

Councilor Smith moved for approval of Item D of the Consent Calendar. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Juran, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: Day (1)

ABSENT: Reid (1)

OTHER BUSINESS/ STAFF UPDATES

Interim City Manager Wes Hare suggested that Council might want to reconsider a more compressed timeline to provide a quicker process for local businesses applying for liquor licenses; Instead of Councilors doing a 'ride along' with Police for National Night Out, they use separate vehicles, and announced that he would be out of the office August 10-12.

Public Works Director Bill Lawyer reported that the splash fountain operations would be returning to normal hours with staffing in place and the shade sails at the Big Toy are being removed because children are climbing on them and they are being damaged. He will be working with the vendor to see what can be done to redesign them and prevent children from getting on top of them.

Mayor Clark, on behalf of Council and staff, expressed support to the Police Department as they work through the recent tragedy and expressed condolences to the family of Becky Dietzel. Chief Teague noted that Oregon State Police is the lead agency in this matter.

Planning Director Shane Witham announced that the City had received the Planning Assistance Grant for consultation and assistance with re-writing portions of the Development Code to implement HB2001.

At the request of Councilor Kohler, Kyle Quiring, President of the Keizer Little League reported on the Keizer Little League fields and operations noting that he has a group of volunteers who spend 20-40 hours a week maintaining the fields.

Finance Director Tim Wood explained that he will put together a presentation on the ARPA funds for the August 23 work session. The City has to commit the funds by the end of 2024 but does not have to spend them until the end of 2026. Mayor Clark added that there might be a possibility of partnering with others for greater impact.

COUNCIL MEMBER REPORTS

Councilor Kohler reported on Chamber Greeters, the Keizer Community Dinner and the Becky Dietzel vigil.

Councilor Herrera reported on meetings he had attended, invited everyone to Country Glen Park for National Night Out, congratulated Aaron Zavala, commended area school principals and Keizer Police, named Elizabeth Heredia as his representative to the Volunteer Coordinating Committee and praised Judge Myers.

Councilor Smith reported on the Community Diversity Engagement Work Group efforts noting that it will be necessary to reach out to other community members to get a diverse group together when the committee is formed.

Councilor Day praised the Keizer Community Dinner and congratulated Antique Powerland Museum for a successful American Steam Up event.

Councilor Juran echoed Councilor Day regarding the Keizer Community Dinner, praised volunteers for all they do behind the scenes and noted that he was looking forward to KeizerFest.

Mayor Clark shared details from meetings and conferences she had attended and announced upcoming ones.

AGENDA INPUT

August 9, 2021, 6:00 p.m. – City Council Work Session - Cancelled
 August 16, 2021, 7:00 p.m. - City Council Regular Session
 August 23, 2021, 6:00 p.m. - City Council Work Session – ARPA Projects
 September 7, 2021 **Tuesday**, 7:00 p.m. – City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:39 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

~ Absent ~

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Ross Day

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

Written Comments/Testimony and Submitted Documents

From: Sandra Kellogg <kellogg2007@gmail.com>

Sent: Monday, August 16, 2021 7:42 PM

To: Davis, Tracy <DavisT@keizer.org>

Subject: 1625 Chemawa Rd NE



Mayor Clark and City Council members.

My name is Sandi Kellogg and I am here asking for your help.

You all have driven past my house as I live at 1625 Chemawa Rd NE.

My house is the yellow 2 story that is on the right if you are coming from KS towards Verda. We have lived here since the summer of 2015.

My house is the house that if you miss the gentle left-hand curve you will drive straight into my front yard.

I have brought photos of the numerous accidents that have either driven through my yard or ended up in my yard. The first 2 photos, top left happened in November 2017. However, what I do not have a picture of is the accident that happened before the first 2 photos that ended up with the removal of our neighbor's tree. You can see the stump he left to help protect his camper and house.

The "tree" accident was a car that drove through the edge of our lawn, over our small planting burm, and between his tree and the light pole. The tree received enough damage causing the removal.

Back to the first 2 pictures, which were from a car that obviously took out our garbage cans. March 2020 is the accident that went through our yard, took out the telephone pole, and then ended up in the back of the house across the street. I understand that this accident is the one that helped the city to decide to put in boulders along the fence line across the street just recently.

After this accident, we also decided to put in boulders. A bigger Boulder on the corner of our driveway and another on the opposite corner of our front yard.

The next set of pictures, bottom left occurred in June 2020. The new Boulder did its job, enabling the vehicle to continued travel. Previously, cars could continue to travel past our yard causing additional damage or never to be caught.

The last 2 pictures, bottom right is the accident that occurred Friday night, Aug 13.

This last one was the most horrific. The driver was reported to have fallen asleep at the wheel. I do not know the speed of travel but it was fast enough to catapult his car in the air flipping it on its side after hitting our large birch tree. You can see in the picture bark missing high up in the tree. What you can't see is a few feet higher is the car's driver-side back brake light embedded in the bark.

In the car were the driver, his wife, and their 3y/o son.

All were transferred to the hospital to be checked out. I do not know the result of their injuries.

This by far was the scariest accident. They could have died!

However, if he had not hit my Boulder he would have hit the tree head-on or worse the house next to us.

We actually have another accident before this one. However, this time the driver hit my Boulder on the opposite side of the yard, drove through the neighbor's side yard, and then became disabled by the fire hydrant. They obviously got the car but I do not believe they caught the driver.

In total that is 6 accidents in 6 yrs.

The boulders are doing their job, but we believe we need to put in a bigger Boulder by the driveway to prevent the cars from getting into the yard.

We fear for our lives when playing in our yard with our granddaughter or even mowing the lawn.

After this last accident, my husband was running the mower to pick up the glass left around the tree. As he was coming around he watched a car drift towards our yard to then suddenly swerve back onto the road.

This is a normal everyday occurrence for us.

We have Green Acres schedule to come and do another repair bid and I am asking if the city would work with us in putting more boulders along the front edge of our yard.

Thank you for your time and for listening to my concerns. I am prepared to take any questions you may have. --

Sandra Kellogg

208-739-0402

Davis, Tracy

From: Jane Herb <janeherb08@gmail.com>
Sent: Monday, August 16, 2021 4:59 PM
To: Davis, Tracy
Subject: Resolution Request against Unconstitutional Mandates

Dear Tracy, Mayor Clark, and City Council Members:

I came before you a few months ago, with a request that our city consider creating a resolution that says our city will not enforce Unconstitutional Mandates.

This seems like a good time to once again respectfully make my request. The Governor lifted the mandates on June 30. But, she kept her emergency powers, and now as of August 13, she has reinstated indoor masks for all of Oregon.

I'm not at the City Council meeting tonight because I just cannot go back to this unscientific, harmful mask requirement.

Counties, school districts, and sheriffs around Oregon are finally pushing back against this incredible government overreach. I was so proud to see our Marion County Commissioners pass a Resolution last week, requesting that the Governor allow local jurisdictions to take care of their own residents and declaring that they will not expend any County resources enforcing these mandates.

Curry County passed a Resolution at their August 4 meeting "which lays out a bold case for constitutionally limited government and proposes push-back on the governor and the state, in case of lockdowns." Full article in the northwestobserver is [here](#).

Cody Bowen, the Union County Sheriff sent a letter to the Governor stating, "As Sheriff of Union County I took an oath to uphold the Constitution and stand up and defend the people of this beautiful country we call home. We have the God-given right to freedom and the God-given right to choose what is best for ourselves and our children. Let us do so." Full text [here](#).

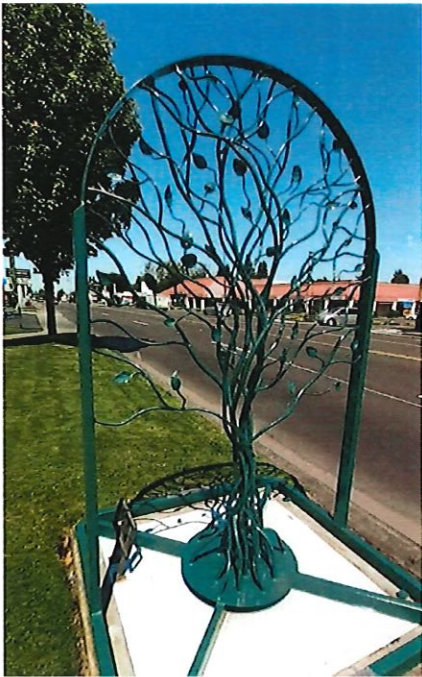
Roughly 1,000 people showed up at the Capitol this weekend to protest against the Governor's overreach.

May I again respectfully request that Keizer boldly stand up for our residents against these mandates?

Thank you!!

Warm regards,

Jane Herb
City of Keizer



Fire Out West

Music and arts Show

Volcano Stadium

Sep

Keizer, Oregon

5th

11am - 9pm



Hosted By Odyssey

Handed out by staff
at the Council
meeting

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: R. WES HARE
INTERIM CITY MANAGER**

**THROUGH: TRACY L. DAVIS, MMC
CITY RECORDER/COMMUNITY CENTER MANAGER**

SUBJECT: WAIVER OF COMMUNITY CENTER FEE – LAURIE PHILLIPS MEMORIAL SERVICE

ISSUE:

Laurie Phillips, former Keizer Police Department employee passed away on Tuesday, August 10, 2021. Laurie served the citizens of Keizer as a Police Support Specialist for 22 years. She left the Department in 2017 to become the Administrative Support Supervisor for the Polk County Sheriff's Office. Laurie's family is planning a memorial service and reception on Friday, August 20, 2021. The memorial service will be held at Restlawn Memorial Gardens with the reception following at the Keizer Community Center from 2:00 p.m. to 5:00 p.m. A request for a fee waiver was received for the use of the Community Center.

Keizer Resolution R2018-2932, Adopting Use Policies and Rates for the Keizer Community Center Rooms, allows the City Council to reduce or waive rates, deposits or other costs. A copy of the Resolution is attached to this report. In the past, the Keizer City Council has waived rental fees and the refundable deposits for other former long-term City employees and elected officials for their memorial services.

The family is requesting use of Iris Room B for the three-hour reception. Regular fees for rental of this space would be \$400 with a \$750 refundable security/cleaning deposit. The City will require a general liability policy for the event. Extra staffing will not be required for this event.

RECOMMENDATION:

Since this is coming to the City Council under Other Business, the City Council should suspend the rules in order to discuss this matter. If the motion to suspend the rules passes, the City Council should discuss the requested waiver of rental fees and the security/cleaning deposit and direct staff accordingly.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018- 2932
4

5
6 ADOPTING USE POLICIES AND RATES FOR THE
7 KEIZER COMMUNITY CENTER ROOMS;
8 REPEALING RESOLUTION R2015-2612
9

10
11 WHEREAS, the City Council adopted policies for community use of city hall
12 facilities in 1986;

13 WHEREAS, the adopted policies for community use of city hall facilities has been
14 amended several times with the last revision taking place in 2015;

15 WHEREAS, the City Council adopted the current use rates for the Civic Center
16 Community Rooms pursuant to Resolution R2015-2612;

17 WHEREAS, the City Council has reviewed the matter and finds that it is
18 appropriate to amend the policies for the Community Center Rooms;

19 WHEREAS, the City Council desires to amend the Community Center Room
20 policies;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the following
23 policies for use of the Keizer Community Center Rooms and lobby are hereby adopted:

24 **Alcohol Policies:** The following regulations apply to the allowance, sale
25 or consumption of alcoholic beverages in the Keizer Community Center
26 Rooms and lobby:
27

- 28 a. Only individuals twenty-one (21) years of age or older may consume
29 alcohol in accordance with this policy.

- 1 b. No person shall sell, give or otherwise make available any alcoholic
2 beverage to a person under the age of 21 years.
3 c. No person shall sell, give or otherwise make available any alcoholic
4 beverage to any person who is visibly intoxicated.
5 d. Alcoholic beverages are permitted only in the Community Rooms
6 and the adjoining lobby areas. Alcoholic beverages are prohibited
7 outdoors and in other areas of the building.
8 e. Alcoholic beverages are allowed only in conjunction with a reserved
9 event and only after written approval has been given by the City.
10 f. Alcoholic beverages will be served only by a licensed and bonded
11 server pursuant to all Oregon Liquor Control Commission laws and
12 regulations.
13 g. Alcoholic beverages will be served only when acceptable Oregon
14 Liquor Control Commission documentation has been provided to the
15 City.
16 h. Caterer/server shall secure at its own expense General Liability
17 Insurance with minimum limits of \$1,000,000.00 per occurrence and
18 Liquor Liability Insurance with minimum limits of \$1,000,000.00
19 per occurrence. The insurance policy is to be issued by an insurance
20 company authorized to do business in the State of Oregon. The City
21 of Keizer shall be included as additional insured in said insurance
22 policy. The "City of Keizer" includes its officers, agents,
23 contractors, and employees. Evidence of the insurance and
24 additional insured endorsement must be provided to City at least
25 fourteen (14) days prior to the date of the event. As part of the event
26 reservation process, the applicant and caterer/server shall agree to
27 defend and indemnify the City, its employees, agents and contractors
28 from any and all claims in connection with alcohol use on the
29 premises.
30 i. The City Manager may place reasonable conditions on the event to
31 protect persons and property.
32

33 **Insurance Policies:** The following regulations apply to clients' rental of
34 the Keizer Community Center Rooms and lobby:

- 35 a. The client shall, at its sole cost and expense, procure and maintain
36 through the term of the rental a Comprehensive General Liability insurance
37 policy providing coverage against claims for bodily injury or death and
38 property damage occurring in or upon or resulting from the facilities used
39 hereunder in the amount of \$1,000,000. The Comprehensive General
40 Liability Insurance required shall be issued by an insurance company
41 authorized to do business in the State of Oregon. The City of Keizer shall
42 be included as additional insured in said insurance policy. The "City of

1 Keizer" includes its officers, agents, contractors, and employees. Client
2 must provide the City with the proof of the insurance and additional insured
3 endorsement evidencing such insurance at least fourteen (14) days prior to
4 the date of the contracted event. Failure to provide the proof of insurance
5 and endorsement will result in cancellation of the event.

6 b. No insurance is required for non-alcoholic events when client is
7 using one or two small rooms.
8

9 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the

10 following use rates are hereby established:

11 1. Base Use Rates. The following base use rates shall be charged for the
12 Keizer Community Center Rooms:
13

- 14 a. Small room (1,000 square feet) - \$25.00 per hour with a three hour
15 minimum.
- 16 b. Medium room (3,000 square feet) - \$100.00 per hour with a four
17 hour minimum.
- 18 c. Large ballroom (9,000 square feet) - \$250.00 per hour with an eight
19 hour minimum.
- 20 d. Keizer-based 501(c) organizations may host fundraiser activities
21 using two Medium rooms or the Large ballroom for a base use fee
22 of \$500.00. This fee shall include the use of the facility and
23 amenities. The user will be responsible to pay all fees associated
24 with required staffing. The use under this provision is limited to one
25 (1) event per calendar year per Keizer-based 501(c) organization and
26 is limited to a maximum of twelve (12) hours usage.
- 27 e. Keizer residents and Keizer-based 501(c) non-profit organizations
28 are entitled to a twenty-five percent (25%) discount on the base use
29 rates outlined in 1(b) and 1(c) herein. (Small rooms are not
30 discounted. Keizer residents' use is limited to personal, non-
31 business use only, including, but not limited to birthday parties,
32 anniversary parties, and baby showers.)
- 33 f. Government and quasi-government entities, e.g., City of Salem,
34 Marion County, State of Oregon, Salem-Keizer School District,
35 Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber
36 of Commerce, League of Oregon Cities, Mid-Willamette Valley
37 Council of Governments, are entitled to a twenty percent (20%)
38 discount on the base use rates outlined in 1(b) and 1(c) herein.
39 (Small rooms are not discounted.)
40

- 1 g. City-hosted activities directly benefiting City operations are entitled
2 to a fifty percent (50%) discount on the base use rates outlined in
3 1(b) subject to the following:
4 i. Registration fees charged to participants shall total no more
5 than the actual out-of-pocket costs of the event.
6 ii. This discount is only available for one or two medium rooms.
7 The large ballroom and small room rates are not discounted.
8 iii. For Friday, Saturday or Sunday dates, the event may not be
9 reserved more than six (6) months prior to the event.
10 iv. No alcohol is allowed for City hosted events. Insurance is not
11 required.
12 h. The above discounts are not transferrable.
13
14 2. Exempt Uses. The following uses are exempt from payment of use rates
15 and insurance requirements, except caterer insurance if applicable. No
16 alcohol is allowed for these events:
17
18 a. City Meetings. City Council/Urban Renewal Agency meetings,
19 City/Urban Renewal Agency committee, task force, or staff
20 meetings, trainings, recruitments or exercises.
21 b. Neighborhood Associations. Recognized neighborhood
22 associations may hold their regular meetings, up to twelve (12)
23 meetings per year in one or two small rooms.
24 c. Keizer-based Youth Sports. Keizer-based youth sports
25 organizations may hold up to three (3) events per year using one
26 medium room or one or two small rooms.
27 d. Town Hall/Community Forums. City, Urban Renewal Agency,
28 Salem Area Mass Transit District, Marion County, and other
29 governmental agencies may hold town hall/community forums for
30 the purpose of gathering public input.
31 e. Keizer Library. The Keizer library may hold up to two (2) book sale
32 events per year.
33 f. City Employee/City Volunteer Training. Training and meetings for
34 City employees or City volunteers are exempt. The trainings or
35 meetings are limited to one or two small rooms during regular City
36 Hall business hours. Other governmental employees or volunteers
37 may also attend. No fee may be charged to participants other than
38 the actual meal cost, if a meal is served.
39 g. City-Hosted Educational Outreach Events. No registration fee may
40 be charged to the participants.
41 h. Outside Committees/Groups. With City Manager approval,
42 organizations connected with the City or benefitting City residents

such as Keizer United, Claggett Creek Watershed Council, and Community Emergency Response Team may hold one meeting per month in one or two small rooms. No registration fee may be charged to the participants.

3. Other Agreements Exempt. Organizations with specific agreements for Community Room use are not subject to the above rates. The City Manager is authorized to negotiate and reduce the use rates for organizations who request repeating scheduled use for a term not exceeding two (2) years.
4. Council Approved Uses. The City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.
5. Additional Facility Charges. The City Manager is authorized to adopt and impose surcharges for rental rates for additional facilities, including, but not limited to stages, audio/visual equipment, computer equipment, kitchen usage and additional labor expenses. The City Manager is authorized to impose deposits, fees or additional charges as City Manager may deem appropriate in his/her discretion.
6. Use Rates Subject to Facility Agreement. The use rates set forth herein are subject to the provisions of the Facility Use Agreement as authorized by the City Manager. The City Manager is authorized to amend the use rates if in the City Manager's discretion such amended rates provide increased transient occupancy taxes, other identifiable economic benefits to the citizens of the City as a whole, or other identifiable fiscal benefits to the City of Keizer administratively.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that

Resolution R2015-2612 (Adopting Use Policies and Rates for the Keizer Community Center Rooms) is hereby repealed in its entirety except for already booked events.

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1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this 3rd day of December, 2018.

4
5 SIGNED this 3rd day of December, 2018.

6
7 Cathy Clark
8 Mayor

9
10 Gary Dye
11 City Recorder

Handed out
8-16-21

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2021-_____
4

5
6 AUTHORIZING THE CITY MANAGER TO ENTER
7 INTO AGREEMENT WITH THE GREG PROTHMAN
8 COMPANY
9

10
11 WHEREAS, a request for proposal was issued on June 18, 2021 soliciting
12 proposals for executive recruitment services for city manager;

13 WHEREAS, three acceptable proposals for this project were received.

14 WHEREAS, the proposals were independently evaluated by the selection
15 committee and the selection committee recommended that The Greg Prothman Company
16 be awarded the Agreement.

17 WHEREAS, the proposers were notified that the evaluation resulted in the intent
18 to award the Agreement to The Greg Prothman Company;

19 WHEREAS, the parties have negotiated the terms of the Agreement and desire to
20 enter into such Agreement;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
23 is hereby authorized to enter into the attached Agreement with The Greg Prothman
24 Company to perform executive recruitment services for city manager.
25

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2021.

4
5 SIGNED this _____ day of _____, 2021.

6

7

8

9

Mayor

10

11

12

City Recorder

PERSONAL SERVICES AGREEMENT

This Agreement is made between:

THE CITY OF KEIZER, an Oregon municipal corporation, ("City")

and

THE GREG PROTHMAN COMPANY, ("Provider")

for

"Executive Recruitment Services for City Manager"

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide executive recruitment services for City Manager as set forth in the "Supporting Documents" which are attached hereto, and by this reference incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as the "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Keizer, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage;
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within ten (10) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 Provider shall carry Errors and Omissions (professional liability) insurance coverage with combined single limits of not less than \$1,000,000 (one million dollars) from an insurer authorized to transact business in the State of Oregon. Provider shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to the City.
- 1.4 All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 1.5 Provider agrees to comply with all applicable local, state and federal law, including but not limited to the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

Keizer encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Provider may not discriminate in the award of a subcontract because the subcontractor is a

minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. Provider specifically certifies, under penalty of perjury, that the Provider has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$20,000 (Twenty Thousand and no/100 Dollars), as provided herein as full compensation for Provider's performance of the Work as specified in the SUPPORTING DOCUMENTS. This sum shall be paid as follows:
 - 2.1.1 One-half within (15) days of completion of Phase 1 Scope of Work.
 - 2.1.2 One-half within (15) days of full execution of new City Manager employment contract.
- 2.2 City shall reimburse Provider for expenses as outlined in Provider's proposal attached hereto. Reimbursements shall be paid as follows:
 - 2.2.1 Within fourteen (14) days after City's receipt of invoice from Provider.
- 2.3 City shall directly reimburse candidates for reasonable travel expenses based on City policy. City will work directly with the candidates regarding the reimbursements.
- 2.4 In no event shall the total of all sums paid to Provider (Professional Fee and Expenses) under this Agreement exceed the sum of \$30,000 (Thirty Thousand and no/100 Dollars) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize any work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider and is free to engage the similar services of other providers in its sole discretion.

- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement; it being understood that Provider's services are personal and Provider was chosen on the basis of the quality and suitability of those personal services.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts,

accidents, or other events beyond the control of the other or the other's officers, employees or agents.

- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.12 Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, payment provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

- 4.1 All Work product produced in furtherance of this Agreement belongs to the City and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City. Provider retains no right, ownership or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work under this Agreement.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents may, by this reference, be expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
- The Provider's complete, written Proposal to Provide Executive Recruitment Services for the City of Keizer submitted by The Greg Prothman Company.
 - The Request for Proposals (RFP) to Provide Executive Recruitment Services for City Manager.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the

event of a conflict which cannot be so resolved, the following descending order of precedence shall control:

- 5.2.1 The provisions of this Agreement.
- 5.2.2 The provisions of the Request for Proposals.
- 5.2.3 The Proposal.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - 6.1.1 termination of this Agreement;
 - 6.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - 6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 6.1.4 exercise of its right of setoff.
 - 6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:
 - 6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
 - 6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
 - 6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

- 7.1 Term
 - 7.1.1 Unless sooner terminated as provided in Subsection 7.2, this Agreement shall be effective from the date of execution on behalf of the City as set

forth below (the "Effective Date"), until a new city Manager is onboard with the City or February 1, 2022, whichever is earlier, unless a top candidate is not chosen or the top candidate fails to sign an employment contract for any reason. In that case, pursuant to the Proposal, Provider shall repeat the recruitment once for no additional professional fees, only charging expenses.

7.2 Termination

- 7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.
- 7.2.2 The City may, upon not less than 15 (fifteen) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 7.2.3 Either party may terminate this Agreement, with cause, by not less than 14 (fourteen) days' prior written notice if the cause is not cured within that 14-day period after written notice is given. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. GUARANTEE

- 8.1 Provider shall guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, Provider will conduct one replacement search with no additional professional fee, only charging expenses. This provision shall survive termination of this Agreement.

9. NOTICE

- 9.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid at the address set forth below:

If to the City:
City of Keizer
Attn: Human Resources Director
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

With a copy to:
City of Keizer
Attn: City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

If to Provider:
The Greg Prothman Company
Attn: Greg Prothman
371 NE Gilman Blvd, Suite 310
Issaquah, WA 98027

10. WAIVER OF BREACH

- 10.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

11. ELECTRONIC TRANSMISSION

- 11.1 Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

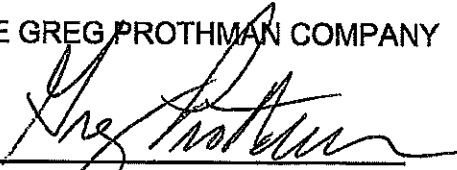
CITY OF KEIZER

By: _____

R. Wes Hare
City Manager

Date: _____

THE GREG PROTHMAN COMPANY

By:  _____

Greg Prothman
President

Date: 8/16/21



III- 2 letter of Transmittal

July 9, 2021

Ms. Tammie Harms
Human Resource Director
City of Keizer
930 Chemawa Rd NE
Keizer, OR 97303

Dear Ms. Harms,

Please find enclosed the Prothman Company's response to the City's RFP for Executive Recruitment Services for the position of City Manager.

CONTACT INFORMATION

Greg Prothman, President - greg@prothman.com, 206 714 9499 c 206 714 9499 w
Sonja Prothman, Vice President - sonja@prothman.com, 206.368.0050 w
371 NE Gilman Blvd., Suite 310, Issaquah, WA 98027
www.prothman.com
www.prothman-jobboard.com
Submittal Date: July 9, 2021

Respectfully Submitted,

A handwritten signature in black ink that reads 'Greg Prothman'.

Greg Prothman
President
Prothman Company

III - PROJECT UNDERSTANDING

Prothman specializes in providing national executive recruitment services to cities, counties, districts, and other governmental agencies throughout the western United States. Headquartered in the greater Seattle area, Prothman is known and respected for outstanding customer service, quality candidate pools, and depth of knowledge and passion for local government.

a. Role of the Proposer

Greg Prothman will serve as project manager and will serve as a point of contact to ensure the recruitment process is meeting the needs of the City and is on task & on schedule.

Sonja Prothman will serve as administrative manager will serve as a point of contact for the project to ensure all staff support tasks are timely and complete.

B. Key Milestones & Deliverables - Please see schedule in section III - 5

III- 4 Qualifications

Qualifications of the Firm

a. Firm's capabilities & experience

Prothman has been in the business of finding highly qualified candidates for placement in local government organizations of various sizes with varying political ideologies for 20 years. We have worked for small organizations like Yachats, Oregon, population 800, to Belgrade, Montana, population 8,700, to large counties like King County, Washington, population 2+ million. We understand politics, council and board dynamics and community passion, and we are experts in facilitating. We have designed our recruitment process so that all stakeholders are included, listened to and treated with respect. Our company takes pride in and stakes its reputation on finding qualified candidates who are the right "fit" for our clients.

b. Experience with similar recruitments

Prothman is in the process of or has recently completed the following recruitments:

The Dalles, OR – City Manager

Lincoln County, OR – County Administrator

Jefferson County, WA - County Administrator

City of Belgrade, MT – City Manager

City of Spearfish, MT – City Administrator

City of Connell, WA - City Administrator

Town of West Yellowstone, MT – Town Manager

City of Ellensburg, WA – City Manager (recently completed)

City of Coquille, OR – City Manager (recently completed)

In the past three years Prothman is in the process of or has completed a total of 28 city/county CAO or deputy CAO placements

c. Experience in outreach & recruitment of a diverse candidate pool

Local government serves each and every community member regardless of ethnicity, gender, race, background, or economy and as we specialize in "public" organizations, we see firsthand how diversity in the workforce allows for government agencies to better understand, communicate with, and enlist cooperation from residents in multi-cultural communities.

We can assure you that we recognize the importance and wisdom of a diversity rich candidate pool and for every recruitment we conduct, we have made it our mission to reach out to and attract the most qualified and diverse candidate pool as possible for our clients. If we are chosen to be your executive recruiting partner, and more specifically, if we are chosen to recruit for the City of Keizer, we will do so with the common goal of finding the City a diverse and qualified pool of candidates.

Project Manager Qualifications

a. Project Manager

Gary Milliman - Recognized by the International City/County Management Association (ICMA) with the highly prestigious Career Excellence Award, Gary brings more than 45 years of experience in city management and public affairs to the Prothman team. Gary recently retired as City Manager for the City of Brookings, OR, and has served as a City Manager in cities with populations ranging from 2,800 to 105,000 in California and Oregon. In South Gate, California, he was principally responsible for rebuilding that city's organization, financial stability and reputation following a period of political corruption and mismanagement. Gary has served as City Manager in Cotati, Fort Bragg and Bell Gardens, California, and in Brookings, Oregon, as well as serving as Southern California Director for the League of California Cities. Having completed an undergraduate degree in journalism, Gary earned a Master of Public Administration degree from the University of Southern California (USC) and completed the Senior Executives in State and Local Government program at Harvard University.

b. Project Manager Experience

Mr. Milliman Experience – Is currently managing or has managed the following chief administrative officer searches:

The Dallas, OR - City Manager, Lincoln County, OR - County Administrator, Spearfish, SD - City Administrator, Coquille, OR - City Manager, Burns, OR - City Manager, Rawlins, WY – City Manager

c. Client References

City of Lincoln City, OR - City Manager, Community Development Director, HR Director, Finance Director

Contact - HR Director, Abby Edwards - 541.996.1201
aedwards@lincolncity.org

Jefferson County, OR - Building & Grounds Director, Community Development Director, Health Director, Public Works Director

Contact - County Administrative Officer, Jeff Rasmussen - 541.475.2449
jrasmussen@jeffco.net

City of Woodburn, OR - City Administrator, Finance Director, HR Director, Community Development Director, Police Chief, Economic Development Director

Contact - HR Director, Mel Gregg - 503.982.5231
mel.gregg@ci.woodburn.or.us

Key personnel qualifications

Greg Prothman – Project Oversight

Greg offers a unique combination of 20+ years of experience in various functions of government and 25 years of experience in public sector recruitment. Prior to forming the Prothman Company, Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his master's degree in public administration and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and next, City Manager. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration degree from the University of Washington and completed the Senior Executives in State and Local Government program at Harvard University. Greg is a volunteer EMT/Firefighter for the City of Snoqualmie and a member of Seattle Mountain Rescue.

Sonja Prothman - Project Administrative Manager

Sonja directs the day-to-day administrative operations of the Prothman Company and has over 14 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the "elected official" side of government – a vital perspective for understanding our clients' needs. Sonja also brings private sector expertise having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor's degree in Communications from the University of Washington.

Barry Gaskins - Project Support

Barry is responsible for candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor's degree from California State University in Los Angeles.

Jared Eckhardt - Project Support

Jared is responsible for profile development and candidate outreach. Jared works one-on-one with the client for the profile development and works with Sonja and the lead consultant on each client's outreach strategies. Jared graduated from the University of Washington, earning his BA in Communications.

Madison Lindquist - Project Support

Madison is responsible for social media placements, direct mail outreach and Online Application Service support. Madison works one-on-one with the client to ensure optimal outreach in all available social networking resources. Madison graduated from the University of Washington, earning her BA in Communications.

III – 5 PROJECT APPROACH AND SCHEDULE

a. Detailed explanation of the proposer's approach

1. Develop a Tailored Recruitment Strategy

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule

Information Gathering and Research (*Soliciting Input*)

We will travel to Keizer or meet via phone / Zoom and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next City Manager. We will:

- ◆ Meet with the City Council
- ◆ Meet with Leadership Team and City Staff
- ◆ Meet with community and other stakeholders, as directed
- ◆ Review all documents related to the position

Position Profile Development (*Identifying the Ideal Candidate*)

We will develop a profile of your ideal candidate. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
Years of related experience, education required and ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position, and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. **We have an aggressive recruitment strategy which involves the following:**

- ◆ **Print and Internet-based Ads** placed nationally and locally in professional publications, journals, and related websites.
- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to hundreds of city/county management professionals who are not actively searching for a new position.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages and on the Prothman website**, which receives over five thousand visits per month from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills,

analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.

- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 6 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation

We will prepare and send to you a detailed summary report and binders which include each candidate's application materials and the results of the personal interviews and publication search.

We will travel to Keizer or meet via phone/Zoom and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

4. Prepare Materials and Process for Final Interviews

Final Interview Process (Selecting the Right Candidate)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ♦ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels, community tours and/or an evening reception.
 - **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.
 - **Identifying Interview Panel Participants & Panel Facilitators**
- ♦ **Background Checks**
Background checks include the following:
 - **References**
We conduct 6-8 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
We contract with Sterling for all background checks.
- ♦ **Candidate Travel Coordination**
After you have identified the expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ♦ **Final Interview Binders**
The Final Interview Binders include the candidates' application materials and are the tool that keeps the final interview process organized. Each panel member will be provided a binder.

Final Interviews with Candidates

We will travel to Keizer and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be

discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.

- ♦ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.
- ♦ **Candidate Evaluation Session:** After the debrief, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ♦ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

b. Project Schedule and Milestones

One of our first tasks will be to coordinate and commit to a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. We provide you with our cell phone numbers so that you have direct access to your lead consultant and support staff, and we will communicate and update you as often as you desire. Our recruitments take approximately 10-14 weeks to complete, depending on the scope and direction from the client. You can expect approximately: 2-3 weeks for stakeholder interviews and profile development and approval, 5-6 weeks for recruitment, 2-3 weeks for screening and interviewing, and 2-3 weeks for coordinating final interviews.

Date	Topic
Weeks of August 23 & 30, 2021	Meet via Zoom/phone or travel to Keizer for stakeholder interviews. Gather information for position profile. Send position profile for review and edits.
September 7, 2021	Post Profile & Start Advertising
September 20, 2021	Send Direct Mail
October 17, 2021	Application Closing Date
Weeks of Oct. 18 & 25, 2021	Prothman screens applications & interviews top 8 - 15 candidates
Week of November 1, 2021	Travel to Keizer or meet via phone/Zoom for Work Session to review semifinalists and design final interviews
Week of Nov. 22 or 29, 2021	Travel to Keizer for Final Interview Process

III – 6 ADDITIONAL INFORMATION

Recruitment Knowledge and Experience

The Prothman team has conducted over 600 national and regional recruitments and interim placements. We have read and screened over 15,000 resumes, and we have personally interviewed over 6,500 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

Firsthand Knowledge of Local Government

Every Prothman team member has worked in local government. Our talented consultants have a cumulative 175 years in local government service, with expertise ranging from organization management, police and fire management, human resources, finance, public works and elected official public service.

Our Proven Process

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

Our Guarantee

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee.

Warranty

Repeat the Recruitment: If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be for the expenses.

COVID-19 Experience

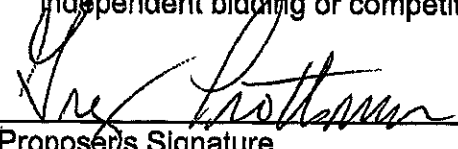
We have successfully completed many recruitments during the current pandemic and social distancing regulations. We have implemented many levels of Zoom meetings with the client, including work sessions and final interviews with boards. We have held final interviews via Zoom to narrow the candidates down to the top one or two to be invited for a personal onsite interview. We have had a final candidate chosen based solely on the Zoom interviews and we have had boards narrow it down to one final candidate to bring in for in-person interviews based on the Zoom interviews. We have also had final interviews where all candidates were on site and social distancing parameters and masks were adhered to. There is no cookie cutter here; we work with you to address your concerns and comfort level with social distancing and we provide a process that supports your needs.

SECTION VI

VI-1 CERTIFICATION STATEMENT

All proposals must include this certification statement signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule.

- A. Proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.
- B. Proposal and cost schedule shall be valid and binding for sixty (60) days following the proposal due date or any revised proposal submission date, whichever is later, and will become part of the contract that is negotiated with the City.
- C. The proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise.
- D. The proposer certifies that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.


Proposer's Signature

7/2/21
Date

GREG PROTHMAN
Print Name

President
Title

Proposer's Federal Taxpayer Identification number: 91-210148

This certification statement must be signed and submitted with the proposal.



III – 7 COST SCHEDULE

Professional Fee

The fee for conducting a City Manager recruitment with a one-year guarantee is \$20,000. The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and onsite meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, at the beginning, halfway, and upon completion of the final interviews.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We do not markup expenses and we work diligently to keep expenses at a minimum and keep records of all expenditures. The City of Keizer will be responsible for reimbursing expenses Prothman incurs on your behalf. Expenses include:

- Newspaper, trade journal, websites, and other advertising (approx. \$1,700 - 1,900)
- Direct mail announcements (approx. \$1,600 - 1,800)
- Interview Binders & printing of materials (approx. \$300 - 500)
- Delivery expenses for Interview Binders (approx. \$175 - 350)
- Consultant travel: Mileage at IRS rate, travel time at \$45 per hour, lodging (approx. \$750 - 950 per trip)
- Background checks performed by Sterling (approx. \$170 per candidate)

Other Expenses

Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

Warranty

Repeat the Recruitment: If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be for the expenses.

Guarantee

Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be for the expenses.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

**CITY OF KEIZER
REQUEST FOR PROPOSALS
TO PROVIDE**

Executive Recruitment Services for City Manager

Date Due: **July 9, 2021**
Time Due: **11:00 am**, local time

Submit proposals electronically to:
Tammie Harms at HarmsT@Keizer.org
and
Machell DePina at DePinaM@Keizer.org

ADVERTISEMENT

CITY OF KEIZER Executive Recruitment Services for City Manager

REQUEST FOR PROPOSALS

The City of Keizer invites qualified firms to submit proposals to provide an executive search process for City Manager including developing recruitment strategy, advertising, soliciting candidates, screening, selection and pre-hire services based upon the scope of work contained in the Request for Proposal. The intent is to select ONE FIRM to provide services.

Proposals will be received electronically by Tammie Harms at Harmst@keizer.org and Machell DePina, Human Resources Director at DePinaM@keizer.org until July 9, 2021 at 11:00 A.M. local time.

The complete Request for Proposal is located on the City's website and may also be obtained from Tammie Harms, City of Keizer, 930 Chemawa Rd NE, Keizer Oregon 97303, (503) 856-3433 or HarmsT@keizer.org. The Request for Proposal can be found at the City's website <https://www.keizer.org> by clicking on the Bids, Notices & Public Hearings at the bottom of the page.

Questions regarding this solicitation should be directed to Tammie Harms at 503-856-3433.

Published June 18, 2021

SECTION I

BACKGROUND AND SCOPE OF WORK

I. Introduction

I-1A Description of the Scope of Work

The City of Keizer is interested in retaining the services of an experienced, professional executive search firm well connected to the government sector to develop and execute a customized recruitment process for the position of City Manager, the City's Chief Executive Officer. The City of Keizer invites qualified firms to submit proposals to provide the services described in this Request for Proposal (RFP).

The City of Keizer is a dynamic and diverse community and the City employs a diverse workforce and encourages Minority, Women and Emerging Small Business (MWESB) and Veteran firms seeking contracting opportunities.

I-1B Background Information

Keizer is located in northwestern Oregon in Marion County, along the 45th parallel. As of July 1, 2020, its population was 38,585. It is the 14th largest city in Oregon and was incorporated in 1982. Keizer lies inside of the Willamette Valley and is part of the Metropolitan Statistical Area. Keizer shares its southern border with Salem, the state capitol. Keizer is primarily a residential community having a low level of commercial and industrial activity. Most new commercial development is at Keizer Station, near Interstate 5.

In spite of its growth since the 1990's, Keizer continues to preserve its small-town pride by supporting many volunteer organizations and community-wide events. The City has a diverse workforce of 101 FTE and an operating budget of approximately \$48M including a capital project budget of approximately \$8.8M. The City's prior City Manager resigned in April 2021 after serving the City of Keizer for over 20 years. It is the Council's goal to have a new City Manager selected and onboard with the City in early January 2022.

City Departments include City Recorder, Planning, Finance, Human Resources, Legal, Public Works, and Police. Sewer services are provided by the City of Salem and with Willamette Valley Communications Center (WVCC) for 911 services. Fire services are provided by the Keizer Fire District and Marion County Fire District #1.

The City is recognized by International City Managers' Association (ICMA) as a Council-Manager form of government. The governance of the City is vested in the City Council. The Council is composed of a mayor and six elected councilors elected from the city at large. Councilors serve four-year terms and the Mayor

serves a two-year term. The City Manager is appointed by the Council and is responsible for the administration of all city functions. The City Manager is responsible for ensuring that quality services are provided efficiently to Keizer's residents. As the conduit between the City Council and City staff, the City Manager is accountable for delivering on Council's policy directives.

I-1C Statement of the Consultant's Role and Desired Qualifications

Consultant's Role

The City wishes to conduct a nationwide search for a new City Manager and seeks professional assistance with a full scope search process. The Project Scope of Work is described in detail below and includes: facilitation with the City Council on the development and execution of a recruitment and selection process; development of a candidate profile; advertisement of the position; outreach to potential candidates; screening of applications; leading the interview process; finalist background and reference checks.

Consultant's Desired Minimum Qualifications

Proven experience leading search processes for City Managers in similar sized cities and demonstrated success placing upper management and executive management professionals in other local government organizations with particular emphasis in the Pacific Northwest.

I-1D Scope of Work

The City's goal is to provide an open and fair recruitment that will attract a diverse applicant pool of top talent, incorporating the interests of the City's workforce, Keizer community, City elected officials and local government partners into the selection process and guiding the Keizer City Council in the hiring process of the City's next City Manager.

Phase I – Scope of Work

- Work under the direction of the City Council, Interim City Manager and Human Resources Director to create and develop a timeline and recruitment strategy.
- Solicit input from the City Council, City Leadership and Community stakeholders to understand the expectations of the search process and the qualities and attributes of the City's next City Manager. Input from these groups will guide the Council's choice in formulating a customized search process as well as serve to represent advertising, outreach and selection criteria used throughout the search process.
- Prepare a professional recruitment brochure and advertising copy that represents the position, current challenges and opportunities facing the City and a candidate profile that will attract experienced City Manager candidates who will succeed in the role at Keizer.
- Manage and oversee the recruitment process from planning through post hire.

- Advertise the position on a nationwide basis using targeted advertising for City Management and Public Administrators. Actively solicit qualified talent from diverse applicants that meets Keizer's candidate profile and encourage their candidacy for this position. Collect applications throughout the posting period.
- Conduct the initial screening of applicants and provide recommendations to City Council for secondary selection processes.

Phase II – Scope of Work

- Develop assessment tools, interview questions and a rating/selection method for Council to use to select candidates to proceed to final selection processes.
- Schedule interviews, including set up and confirmation with candidates.
- Facilitate any travel logistics or remote interviewing processes.
- Prepare all correspondence to applicants.
- Facilitate selection

Phase III – Scope of Work

- Conduct a thorough background investigation on the finalist(s) under hiring consideration including reference checks, criminal history, media discovery and academic verifications.
- Facilitate candidate employment agreement negotiations, if requested by the Council.
- Notify all candidates of decision.

SECTION II PROPOSAL PROCESS

II-1 Schedule of RFP

The City anticipates the following general timeline for receiving and evaluating proposals and selecting a consultant. The timeline listed below may be changed if it is in the City's best interest to do so.

RFP Advertised	June 18, 2021
Date to Submit Changes or Solicitation Protests	June 25, 2021
Last Date for Addenda	July 7, 2021
Proposal Due	July 9, 2021
Evaluate Proposals	July 12 to July 16, 2021
Selection of Finalists to be interviewed	July 19, 2021
Interviews*	week of July 26, 2021
Notice of Intent to Award	August 2, 2021
Protest Period Ends	August 9, 2021
Contract Awarded by CITY COUNCIL	August 16, 2021
Commencement of Services	August 18, 2021
Complete Project	when new City Manager is onboard or February 1, 2022, whichever is earlier

*The need for interviews will be determined by the City.

II-2 Pre-proposal Conference

Not required for this project.

II-3 Proposal Due Date

The proposal must be delivered electronically to both Tammie Harms at Harmst@keizer.org and Machell DePina, Human Resources Director at DePinaM@keizer.org no later than **July 9, 2021** at 11:00 AM local time. Proposals received after the specified date and time will not be given further consideration. Proposers are urged to submit prior to that date/time in case there are problems with the electronic transmittal. The City is not responsible for any delays or failure of any type, including with the City's email system. A confirmation reply will be sent to proposer. The body of the email shall plainly identify: (1) the project name, (2) the proposal due date and time, and (3) the proposer's name. Proposer shall be responsible for calling Tammie Harms at 503-856-3433 to confirm the City has received the proposal if no confirmation Reply is received.

Proposals must be clearly marked with the above information.

II-4 Proposal Opening Date.

The City will not publicly open or read proposals aloud.

II-5 Solicitation Protest

A person may protest or request a change of a solicitation provision, evaluation criteria, scope of work, specification or contract term no later than the date listed in the RFP schedule. No protest of the selection of a consultant or award of a contract because of a solicitation provision, evaluation criteria, scope of work, specification or contract term will be considered after such time. The protest or request for change shall include the reason for the protest or change, any proposed language, and why the proposed language would benefit the City. The City shall consider the protest or request for change and may reject the protest or request for change, issue an addendum or cancel the RFP. No protest or request for change will be considered if received after the deadline. No oral or telephone protests or requests for change will be accepted. The protest must be addressed to the City Manager and submitted to the following email address:

Harmst@keizer.org

II-6 Official Contacts

Questions regarding the scope of services must be directed to:

Machell DePina
Director of Human Resources
City of Keizer
930 Chemawa Rd NE,
Keizer Oregon 97303
(503) 856-3417
E-Mail: DePinaM@keizer.org

Proposers with questions regarding the RFP process may contact Tammie Harms at 503-856-3433 or HarmsT@keizer.org.

SECTION III PROPOSAL FORM AND CONTENT

III-1 General Information

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

Provide one email with two separate files. One file should contain a PDF of the complete proposal without a reference to the cost, and the other file should contain only the cost proposal. The proposal shall not exceed **ten (10)** pages (not including addenda) in length; consecutively number all pages of the proposal. Organize the proposal in accordance with Section III-2 through III-8.

All addenda of this RFP should be submitted as part of the Proposal. Receipt of each addendum shall be acknowledged by the proposer by signing in the appropriate designated location. Each proposer should ascertain, prior to submitting a proposal, that the proposer has received all addendum issued by the City of Keizer. Addenda are posted on the City of Keizer's website.

III-2 Letter of Transmittal

All proposals must include a cover letter addressed to the City's Human Resources Director and signed by a duly constituted official legally authorized to bind the proposer to both its proposal and cost schedule. The cover letter must include the name, address, email address and telephone number of the proposer and the name, title, address, email address and telephone number, of the person authorized to represent the proposer and to whom the City should direct correspondence.

III-3 Project Understanding

The proposer shall include a detailed statement to demonstrate its understanding of the project, including but not limited to:

- The City's goals in pursuing the project.
- The role of the proposer.
- Key project milestones, which are most important, and the ramifications of missing milestones.
- The key deliverables required by the project.

III-4 Qualifications

Proposals shall demonstrate the qualifications and experience of the personnel who will work directly with the City rather than describing the general experience and qualifications of the firm. The City will not consider promotional literature of a general nature. The focus should be on recent experience within the last five (5) years that is relevant to the scope of work outlined in this RFP. Include the following information:

Qualifications of the Firm

- a. Describe the firm's capabilities and experience.
- b. List firm experience working with similar recruitments.
- c. Describe firm's experience performing outreach and recruitment to produce a high caliber candidate pool that is representative of the community of Keizer and its workforce, one that is diverse in gender, racial, ethnic and cultural backgrounds, spoken languages and economic composition.

Project Manager Qualifications

- a. The project manager is the person who will be assigned by the proposer to provide day-to-day management of this project.
- b. List the qualifications of the project manager who will work on this project. Include a description of the relevant education and training, certificates and licenses, professional background, and years of experience performing executive recruitment searches for City Manager and other high-level public sector recruitments.
- c. Describe the experience of the project manager, particularly similar projects with government entities. Identify the project manager's specific role in relevant projects; do not include projects where the project manager had a minor or no active role.
- d. Provide three (3) client references who have worked with the project manager.
- e. If submitting a resume, only include project experience relevant to the scope of work outlined in this RFP.

Key Personnel Qualifications

- a. Provide information about the qualifications and experience of key personnel that support the Project Manager and the executive search process.
- b. Describe the relationship of the project manager working with the key personnel in terms of roles and duties.

Subcontractor Qualification

If a subcontractor will be used in this project:

- a. Provide information about the qualifications and experience of any subcontractor(s).
- b. Describe the relationship of the project manager and key personnel working with the subcontractor(s) in terms of roles and duties.

III-5 Project Approach and Schedule.

The proposer shall include a detailed statement of its approach to the project and schedule. Include the following information:

- a. A detailed explanation of proposer's approach to the work, the techniques the proposer expects to use, and the use of key personnel. This should include an explanation of suggested modifications (if any) of the work items and scope of work presented in this RFP.
- b. Describe how proposer would use City personnel, if at all, to assist during the project and indicate the approximate time requirement.
- c. Describe the projected workload of the project manager, key personnel and subcontractors and demonstrate their availability to timely provide the services requested in this RFP.
- d. Outline a work plan and related time schedule for each significant segment of the work.
- e. Describe how proposer has approached candidate evaluations and interviews during the restrictions of the current COVID-19 pandemic.
- f. Describe how the firm approaches collecting feedback from key stakeholders prior to recruitment (including, but not limited to City Councilors, City leadership, Neighborhood Associations, Educational partners, Business and Industry, Social Justice, Civic Organizations, Faith Communities and other community organizations).
- g. Provide any additional information about proposer's project approach that would be beneficial to the selection committee.

III-6 Additional Information

Provide any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project. Use this section to address those aspects of your services that distinguish your firm from other firms.

If there is no additional information to present, state, "There is no additional information we wish to present."

III-7 Cost Schedule

The proposer's cost schedule shall be submitted with the proposal, but in a separate electronic file. The cost schedule will not be reviewed by the evaluation committee until after the initial ranking of all proposals.

All costs are to be contained in this section. For each project element, include a cost and state a grand total for all project elements. This section shall also include payment terms required for services rendered.

The cost schedule shall include:

1. Proposer's total professional fee for the requested work and a detailed breakdown of fees to perform any special requests, customizations or broadening of the scope of work beyond what is described in the RFP.
2. An estimate of potential expenses that are not covered in the professional fee and which the City is expected to reimburse to the proposer.

III-8 Certification Statement

All proposals must contain a signed certification statement (see Section VI).

SECTION IV EVALUATION / SELECTION OF PROPOSALS

IV-1 Clarifications

The City reserves the right to seek written clarification of each proposal submitted. The City also reserves the right to require other evidence of minimum qualifications, technical, managerial, financial, or other abilities prior to selection and to request a Best and Final Offer (BAFO) from the one or more of the top-ranked firms.

IV-2 Evaluation Criteria

The City will make a selection based on the evaluation of the written proposals and, if necessary, interviews. The City may elect to interview all proposers or only the highest ranked proposer(s). The City reserves the right to make a selection based only on the evaluation of the written proposals. Written proposals and interviews will be evaluated based on the following criteria:

1. Project Understanding – 10%
2. Qualifications – 40%
3. Project Approach and Schedule – 40%
4. Cost Schedule - 10%

5. Interview (Communication Skills / Accessibility) – See below

Scoring will be completed covering all areas listed in No. 1 to 4 above in the evaluation criteria. Proposals must provide a concise description of the proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. All scores for each proposer shall be added together to arrive at a final score for each proposer. Proposals will then be ranked in descending order by the total proposal score. Interview scoring, if any, will be added together with the evaluation criteria scoring to arrive at a new final score for each proposer interviewed.

IV-3 Method of Selection

The Selection Review Committee will be comprised of at least five members. The selection committee shall be comprised of the Mayor, Finance Director and Human Resources Director. The City reserves the right to change the make-up of the committee depending on the availability of the proposed members. The role of the selection committee is to evaluate the proposals submitted and make a recommendation of award. A selection committee will evaluate each submitted written proposal and each interview, when applicable, to determine the responsible proposer whose proposal is the most advantageous to the City based on the evaluation process and evaluation criteria outlined in this RFP. The City will award the contract to the highest ranked responsive proposer.

IV-4 Single or Multiple Contracts

One firm will be selected to provide all services.

IV-5 Notice of Intent to Award

Responsive proposers to this RFP will be notified of the selection committee's recommendation and the City's intent to award a contract on the date indicated in the RFP schedule, but in any event not less than seven (7) days prior to award of the contract.

IV-6 Selection Protest

Proposers who disagree with the City's selection decision may protest that decision. The judgment used in the scoring by individual evaluators is not grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a solicitation protest will be considered. The selection protest must be submitted in writing within seven (7) calendar days of the Notice of Intent to Award. The protest shall be addressed to the City Manager and submitted to the following email address:

Harmst@keizer.org

The selection protest must state all the relevant facts that establish that all higher ranked proposers were ineligible for selection because their proposals were non-responsive or the proposer was not responsible. A written decision will be sent to the protester. The City shall not consider a proposer's contract award protest submitted after the above timeline.

IV-7 Agreement

A sample contract that the City expects only the successful proposer to execute is included as Section VII-1. The City reserves the right to negotiate a final contract that is in the best interest of the City.

The contract will define the extent of services to be rendered, method and amount of compensation. The contract will be negotiated with the number one ranked proposer for the project. If an agreement is not reached, negotiations will be terminated. Negotiations will then begin with the selection committee's second choice for the project.

When an agreement is reached, a contract for the work will be prepared and executed upon Council approval.

IV-8 Term.

The contract term will end when the new City Manager is onboard with the City or February 1, 2022, whichever is sooner.

IV-9 Compensation.

The final contract will be negotiated based on a lump sum not to exceed price.

SECTION V GENERAL INFORMATION

V-1 Compliance with the Rules

Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Personal services contracting in the City of Keizer shall be subject to state public contracting laws except as otherwise provided in the City of Keizer Ordinance 2005-519. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

V-2 Proposal Withdrawal

Any proposal may be withdrawn at any time before the proposal due date and time, by providing a written request for the withdrawal of the proposal to the issuing office. A duly authorized representative of the firm shall execute the

request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

V-3 Addenda

The City of Keizer reserves the right to make changes to the RFP by written addendum, which shall be posted on the City of Keizer website. A prospective proposer may request a change in the RFP by submitting a written request to the email address set forth above. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Keizer no later than the date set in the RFP schedule.

The City of Keizer will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the City Manager's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City of Keizer managers, employees, or agents to the prospective Proposers shall not bind the City of Keizer.

1. All addenda, clarification, and interpretations will be posted on the City of Keizer's website at: www.keizer.org.

2. No addenda will be issued later than the date set in the RFP schedule, except an addendum, if necessary, postponing the date for receipt of proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals leading to obtaining best offers or best and final offers.

3. Each proposer shall ascertain, prior to submitting a proposal, that the proposer has received all addenda issued, and receipt of each addendum shall be acknowledged in the appropriate location on each addendum and included with the Proposal submitted.

V-4 Cancellation, Delay or Suspension of Solicitation; Rejection of Proposals

The City may cancel, delay, or suspend this solicitation if in the best interest of the City as determined by the City. The City may reject any or all proposals, in whole or in part, if in the best interest of the City as determined by the City.

V-5 Irregularities

The City reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

V-6 Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

V-7 Ownership of Documents

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

V-8 Confidentiality of Information

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the proposal shall be treated as confidential by the proposer. Any oral or written disclosure to unauthorized individuals is prohibited.

V-9 Public Record

All proposals and information submitted by proposers shall be public records and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.311 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.345(2) and ORS 192.355(4). Proposals must clearly identify such material, keep it separate, and provide separate notice in writing of the status of this material to the official contact.

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

V-10 Equal Opportunity Policy For Consultants

By submitting a proposal, the proposer agrees to comply with all applicable local, state and federal law, including but not limited to the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

Keizer encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging

Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Proposers may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. By submitting a proposal, the proposer specifically certifies, under penalty of perjury, that the proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

V-11 Minimum Qualifications

The firm and all applicable personnel must be legally qualified in the State of Oregon (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.

V-12 Insurance Requirements

Consultant shall obtain and at all times maintain in force at Consultant's expense during the term of the project and until City's final acceptance of all Work performed for the project, the insurance noted below:

1. A policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage. The insurance required shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Keizer, its officers, agents and employees" with respect to claims arising out of Provider's Work under the Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Consultant shall immediately notify the City of any change in insurance coverage;
- Consultant shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within ten (10) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

2. Consultant shall carry Errors and Omissions (professional liability) insurance coverage with combined single limits of not less than \$1,000,000 (one million dollars) from an insurer authorized to transact business in the State of Oregon. Consultant shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to the City.

3. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.General Liability.

SECTION VI

VI-1 CERTIFICATION STATEMENT

All proposals must include this certification statement signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule.

- A. Proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.
- B. Proposal and cost schedule shall be valid and binding for sixty (60) days following the proposal due date or any revised proposal submission date, whichever is later, and will become part of the contract that is negotiated with the City.
- C. The proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise.
- D. The proposer certifies that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Proposer's Signature

Date

Print Name

Title

Proposer's Federal Taxpayer Identification number: _____

This certification statement must be signed and submitted with the proposal.

SECTION VII

VII-1 Sample Contract Form (draft for review only) is a separate document accompanying the RFP.

PERSONAL SERVICES AGREEMENT

This Agreement is made between:

THE CITY OF KEIZER, an Oregon municipal corporation, ("City")

and

_____, ("Provider")

for

"Executive Recruitment Services for City Manager"

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide executive recruitment services for City Manager as set forth in the "Supporting Documents" which are attached hereto, and by this reference incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as the "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Keizer, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage;
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds within ten (10) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 1.3 Provider shall carry Errors and Omissions (professional liability) insurance coverage with combined single limits of not less than \$1,000,000 (one million dollars) from an insurer authorized to transact business in the State of Oregon. Provider shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to the City.
- 1.4 All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 1.5 Provider agrees to comply with all applicable local, state and federal law, including but not limited to the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

Keizer encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Provider may not discriminate in the award of a subcontract because the subcontractor is a

minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055. Provider specifically certifies, under penalty of perjury, that the Provider has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$_____ (_____), as provided herein as full compensation for Provider's performance of the Work as specified in the SUPPORTING DOCUMENTS. This sum shall be paid as follows:
 - 2.1.1 One-half within (15) days of completion of Phase 1 Scope of Work.
 - 2.1.2 One-half within (15) days of full execution of new City Manager employment contract.
- 2.2 In no event shall Provider's total of all compensation under this Agreement exceed the sum of \$_____ (_____) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize any work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider and is free to engage the similar services of other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement; it being understood that Provider's services are personal and

Provider was chosen on the basis of the quality and suitability of those personal services.

- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

- 3.12 Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, payment provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

- 4.1 All Work product produced in furtherance of this Agreement belongs to the City and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City. Provider retains no right, ownership or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work under this Agreement.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents may, by this reference, be expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
- The Provider's complete, written Proposal to Provide Executive Recruitment Services for the City of Keizer submitted by _____.
 - The Request for Proposals (RFP) to Provide Executive Recruitment Services for City Manager.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the following descending order of precedence shall control:
- 5.2.1 The provisions of this Agreement.
 - 5.2.2 The provisions of the Request for Proposals.
 - 5.2.3 The Proposal.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - 6.1.1 termination of this Agreement;
 - 6.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - 6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 6.1.4 exercise of its right of setoff.
 - 6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:
 - 6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
 - 6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
 - 6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

- 7.1 Term
 - 7.1.1 Unless sooner terminated as provided in Subsection 7.2, this Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), until a new city Manager is onboard with the City or February 1, 2022, whichever is earlier.

7.2 Termination

- 7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.
- 7.2.2 The City may, upon not less than 15 (fifteen) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 7.2.3 Either party may terminate this Agreement, with cause, by not less than 14 (fourteen) days' prior written notice if the cause is not cured within that 14-day period after written notice is given. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. NOTICE

- 8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid at the address set forth below:

If to the City:
City of Keizer
Attn: Human Resources Director
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

With a copy to:
City of Keizer
Attn: City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

If to Provider:

Attn: _____

9. WAIVER OF BREACH

- 9.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

10. ELECTRONIC TRANSMISSION

- 10.1 Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF KEIZER

By: _____

By: _____

Date: _____

Date: _____