

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-2

DATE: July 9, 2009

SUBJECT: Matt and Associates - Professional Services Contract

CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the City Council is to authorize the Mayor to sign a professional services contract (Attachment A) not to exceed \$1,250.00 with Matt and Associates for an analysis of the public works administrative assistants' job duties and essential functions.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a professional services agreement with Matt and Associates.

SUMMARY:

The request to contract with Matt and Associates was a consent agenda item at the June 25, 2009 Council meeting. The Council wanted to ask additional questions regarding the proposed agreement before making a decision.

In February, the city transferred Carole Feldmann from the executive department to the public works department to provide administrative support to city engineer, Jon Stack.

As a result of this reorganization, Ms. Feldmann moved from a non-union position to a union position. While working in the executive department, Ms. Feldmann was exempt from union membership under the confidential exemption. The confidential exemption applies to employees who have access to information regarding union negotiations and the city's bargaining strategy.

The union is requesting the city create a new position for Ms. Feldmann in the pay plan. The city believes Ms. Feldmann and administrative secretary, Julie Addington have similar job duties and responsibilities and should be placed in the same job classification.

The city and the union have agreed to perform a job analysis to evaluate the duties performed by each employee to determine if the duties belong in the same classification or should have different job descriptions and pay levels.

Both employees have completed a position description questionnaire which describes the work performed and the responsibilities of the job. The position description questionnaire is used to collect information about specific tasks and behaviors. It does not measure how competent the employee is, only the work necessary for the job.

City staff recommend hiring an outside consultant who specializes in job evaluations in order to ensure the process of evaluating both position description questionnaires is fair and unbiased.

Gene Matt has been a human resources professional in Washington State for more than 30 years. He worked as the State Director of Personnel under Governor Gary Locke for several years. He now provides on-call compensation consulting services to public employers.

FISCAL IMPACT:

The proposed professional services contract is not to exceed \$1,250. Funding is available in the executive department budget. The scope of work includes:

1. Developing preliminary job information – reviewing existing documents including job descriptions and position description questionnaires.
2. Conducting interviews on site with job incumbents, supervisor and others if necessary.
3. Consolidating job information.
4. Verifying the job description and recommending changes if necessary.
5. Recommending classification within the city's pay plan.
6. Writing a final report summarizing findings and recommendations.

ALTERNATIVES:

1. Discuss the staff recommendation, determine the need to properly classify the administrative positions within the city's pay plan and authorize the Mayor to sign a professional service contract with Matt and Associates not to exceed \$1,250. This alternative will provide an unbiased evaluation of the positions and placement within the city's pay plan.
2. Discuss the staff recommendation. Determine that there is no need to hire a consultant to evaluate the positions and do not authorize the Mayor to sign a professional services agreement with Matt and Associates not to exceed \$1,250. The city would use in-house resources to complete the job audit and mitigate to the extent possible concern about potential bias.
3. Discuss the staff recommendation and identify any areas of concern. Direct staff as necessary to meet the Council's desired outcome(s).

RECOMMENDED ACTION:

Authorize the Mayor to sign a professional services agreement with Matt and Associates.

ATTACHMENT

A – Professional Services Agreement with Matt and Associates

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
MATT AND ASSOCIATES**

THIS AGREEMENT, is made this 26th day of June 2007 by and between the City of Sultan (hereinafter referred to as “City”), a Washington Municipal Corporation, and Matt and Associates (hereinafter referred to as “Service Provider”), doing business at 30 Saddletree Drive, Port Townsend, WA 98368.

WHEREAS, Service Provider is in the business of providing job analysis services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of financial analysis services, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

Section One – Description of Work

1. Develop preliminary job information – review existing documents including job descriptions and position description questionnaires.
2. Conduct interviews on site with job incumbents, supervisor and others if necessary.
3. Consolidate job information.
4. Verify the job description(s) and recommend changes if necessary.
5. Recommend classification within the city’s bargaining agreement pay plan.
6. Write a final report summarizing findings and recommendations.

Service Provider shall complete the work described by July 31, 2009.

Section Two – Payment

The City will pay the Service Provider the total sum of one thousand two hundred and fifty dollars/hour (\$1,250.00) for the work to be performed under this Agreement upon satisfactory completion of all services and requirements specified herein. Invoices covering services performed by the Service Provider will be submitted to the City within ten (10) days following the completion of services. The City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

Section Three - Liability

Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are now or may in the future become applicable to Service Provider and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

Section Four – Evaluation

Although the Service Provider shall have the authority to control and direct the services and details of the work, the work must also meet the approval of the City and shall be subject to the City's general right of inspection and supervision.

Section Five – Insurance

Insurance is not required for this contract.

Section Six – Indemnification

The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section Seven – Termination & Breach

The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.

In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.

All costs incurred by the City due to Service Provider's failure to comply with the terms and conditions of this Agreement shall be the responsibility of the Service Provider. The City may deduct its costs from any payments due to the Service Provider.

Section Eight - Entire Agreement

The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

Section Nine - Modifications

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.

Section Ten – Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Section Eleven – Governing Law – Disputes

This Agreement shall be governed by the laws of the State of Washington, and the jurisdiction of any dispute under this Agreement shall be the Superior Court of Snohomish County, Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

Deborah Kight
City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-734-3344

SERVICE PROVIDER CONTACT

Phone:
Fax:

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney