

Snyder's Consulting for Oregon Public Employers

3466 Aldous Avenue S.
Salem, Oregon 97302
Phone (503) 370-8135

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1806

CONTRACTUAL SERVICES AGREEMENT

This agreement is entered into by and between S.C.O.P.E., Inc., 3466 Aldous Ave. S., Salem, Oregon 97302, hereinafter referred to as the "Consultant" and the City of Newberg, 414 E. First St., Newberg, Oregon, 97132, hereinafter referred to as the "City".

WHEREAS the Consultant has considerable knowledge and experience in public sector labor relations in the areas of negotiations, interest and grievance arbitration, factfinding, mediation, Employment Relations Board hearings, contract administration and training;

The parties agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 Included Services. For the fee described below, the Consultant agrees to represent the City in all matters relating to collective bargaining and contract administration. These services shall include collective bargaining through mediation, grievance processing, and all other matters relating to the administration of the collective bargaining agreement between the City and its employees.

1.2 Excluded Services. The Consultant's representation does not include attorney services requiring court appearances or other legal proceedings.

1.3 City Assistance. The City agrees to provide all clerical and accounting services required by the Consultant in support of its collective bargaining and contract administration activities. The City Manager shall be the Consultant's contact for procuring and coordinating the above cited assistance.

ARTICLE 2 - FEE AND TERMS OF PAYMENT

2.1 Fee. In consideration for the above described services, the City agrees to pay to S.C.O.P.E., Inc. a flat fee in the amount of \$5,000. This fee shall include all professional services and travel hours for the activities described in 1.1 above.

All other services requested by the City, such as grievance arbitration, factfinding, or hearings before the Employment Relations Board, etc., will be billed on an hourly basis at \$85 an hour for consulting time and \$40 an hour for travel time.

2.2 Expenses. Related expenses such as mileage (IRS rate), telephone, lodging and meals shall be billed at actual cost.

2.3 Terms of Payment. On or about August 1, 1992 the City shall pay to S.C.O.P.E., Inc. the sum of \$1,000 and \$500 monthly thereafter until the flat fee of \$5,000 is paid in full. The Consultant will tender a bill on or about the 10th of each month which will include related expenses as specified in 2.2 above and any other hourly charges as may be appropriate, and the City shall make full payment on such bill within 30 days of its receipt.

ARTICLE 3 - TERM OF AGREEMENT

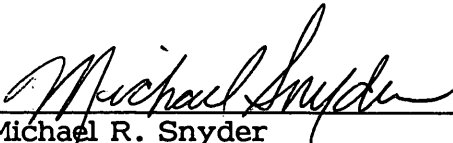
This agreement shall be effective July 1, 1992 through June 30, 1993 for the fees described above.

ARTICLE 4 - STATUS OF CONSULTANT

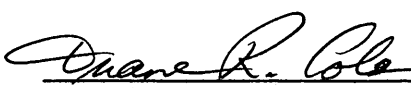
It is understood and agreed by and between the parties hereto that the status of the Consultant shall be that of an independent contractor. As an independent contractor, the Consultant shall be solely responsible for all insurance necessary in the pursuit and performance of its business.

S.C.O.P.E., Inc.

City of Newberg



Michael R. Snyder
President



Duane R. Cole
City Manager

Date: 7/7/92

Date: July 9, 1992

Snyder's Consulting for Oregon Public Employers

3466 Aldous Avenue S.
Salem, Oregon 97302
Phone (503) 370-8135

Received
6/15/92
say lex
file

June 12, 1992

Duane R. Cole
City Manager
City of Newberg
414 E. First St.
Newberg, OR 97132

Re: Labor Relations Services

Dear Duane:

Thank you for taking the time to meet with me on Monday, June 8th. It was nice to finally visit the City of Newberg.

As discussed with you on Monday, I am willing to offer my services on a flat fee basis if you find that type of arrangement more agreeable than hourly rates. If you opt for hourly rates, my fees are \$85 an hour for consulting and \$40 an hour for travel.

I am enclosing a Contractual Services Agreement that is based on the flat fee we discussed on Monday. If you choose to have me provide billing on an hourly basis, the hourly rates mentioned above will be applicable along with the expenses described in the services agreement.

If you have any questions, please give me a call. Please consider any issues we need to deal with before the 1st of July to be part of the flat fee should that be our final arrangement.

Very truly yours,



Michael R. Snyder
Management Consultant

Enclosure

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MICHAEL R. SNYDER
MANAGEMENT CONSULTANT

BACKGROUND

July 1988 to present - President and founder of S.C.O.P.E., Inc., a management consulting firm. Provide consulting services for public employers in the areas of labor relations (negotiations, arbitration, factfinding, dispute resolution, contract administration, Employment Relations Board hearings, Bureau of Labor and Industries investigations), personnel (policies, compensation, classification, unrepresented employee issues), Fair Labor Standards Act, training, and recruitment and selection.

May 1986 through June 1988 - Labor Relations Consultant for the Local Government Personnel Institute. Provided labor relations and personnel services to public employers throughout the State of Oregon.

June 1981 to May 1986 - Business Representative, Teamsters Local 223. Managed Southern Oregon region and was responsible for all collective bargaining and contract administration activities for public sector employees.

October 1974 to June 1981 - Police Officer, City of Medford, Oregon. Police Association President for three years.

EDUCATION

Associate of Arts, Menlo College, Menlo Park, California.

Bachelor of Science, Southern Oregon State College, Ashland, Oregon.

Post-graduate, Business and Industrial Relations, Southern Oregon State College, Ashland, Oregon.

EMPLOYERS REPRESENTED

Cities: Albany, Coquille, Cottage Grove, Florence, Forest Grove, Grants Pass, Gresham, Hillsboro, Klamath Falls, Oakridge, Philomath, Phoenix, Reedsport, Roseburg, Scappoose, Springfield, Sutherlin, Sweet Home, Tigard, Vale, Waldport, and Wilsonville.

Counties: Baker, Crook, Gilliam, Hood River, Malheur, Tillamook, Union and Willowa.

Special Districts: Willamalane Park and Recreation District, Coos Bay-North Bend Water Board, Jackson County Fire District #4, Depoe Bay Rural Fire and Protection District, Vale Oregon Irrigation District, Warm Springs Irrigation District and Tillamook County Emergency Communications District.