

Council Study Session

August 16, 2021

Agenda Item	Council Manager Plan Workshop	
From	Gary Milliman	City Manager Pro Tem
Contact	Gary.milliman@ashland.or.us ; 541-813-9267	
Item Type	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>	

SUMMARY

This Council Communication outlines the possible workshop for the City Council on the Council/Manager Form of Government.

POLICIES, PLANS & GOALS SUPPORTED

The voters approved the Council/Manager form of government in 2020 and has experienced some education on the plan through the International City/County Management Association (ICMA) via Zoom. The City is currently recruiting for the City's first-ever non-interim City Manager. The City Manager Pro Tem recommends some additional Mayor and City Council (M/CC) and staff education on the form of government.

BACKGROUND AND ADDITIONAL INFORMATION

The City Manager Pro Tem has contacted the Center for Public Service (CPS) at the Mark O. Hatfield School of Government, Portland State University, concerning a possible workshop or workshops engaging the City Council, staff and community in the Council/Manager form of government and City Council effectiveness training. Adjunct Professor Scott Lazenby conducts these types of workshops, and often includes additional resources, such as Mayors and City Councilor from other communities. Recent clients have included the Cities of Medford and Hood River. Workshops can either be conducted in-person or remotely. These are typically three to four hour sessions with City Councilors. Dr. Lazenby retired in 2019 after a 40-year career in local government that included serving as a City Manager in Lake Oswego and Sandy, Oregon, and as Director of Management and Budget for Glendale, Arizona.

Lazenby is the author of five books including "The Human Side of Budgeting: Budget Games and How to End Them." He holds a PhD in Public Administration from PSU, an MS in Public Management and Policy from Carnegie-Mellon University, and a BA in Physics from Reed College

Lazenby is not available to conduct an education session until September. The City Manager Pro Tem recommends that any such program be delayed until the City Council is again meeting in-person, which may fit with Lazenby's availability. The City Manager Pro Tem strongly believes that developing a strong understanding of the Council/Manager form and practicing it through personal interaction among Councilors is essential as the City moves forward.

CPS offers these and other services through an intergovernmental agreement; CPS is not a for-profit entity. The City Manager Pro Tem has engaged the services of CPS previously in studies including annexation feasibility and public safety dispatch consolidation. CPS often utilizes an approach whereby a team consisting of an academic and practitioner are paired as team leaders, and utilizing graduate level public administration students as researchers and ancillary staff.

There may also be an opportunity to develop a complimenting community engagement program and staff training on the Council/Manager plan utilizing the Lazenby and the CPS resource.

FISCAL IMPACTS

\$2,500-3,500 estimate, depending upon scope.

DISCUSSION QUESTIONS

1. Is the M/CC interested in additional education on the Council/Manager for of government?
2. Does the M/CC see value in developing a community engagement element to this education program?
3. Should staff solicit a proposal from PSU/CPS for the services as generally described above for the M/CC? Include staff?
4. Community engagement?

SUGGESTED NEXT STEPS

Direct staff to solicit a proposal for Council/Manager education services from Portland State University, Center for Public Service.

REFERENCES & ATTACHMENTS

Attachment 1: CPS proposals to Medford and Hood River; background on Scott Lazenby

College of Urban and Public Affairs

Mark O. Hatfield School of Government | Center for Public Service

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This Agreement formalizes the details for training for The City of Hood River, by and through Portland State University, on behalf of its Mark O. Hatfield School of Government and its Center for Public Service.

Sponsor:

AGENCY: City of Hood River
Contact: Rachael Fuller, City Manager
Phone: 541.387.5252
E-mail: R.Fuller@cityofhoodriver.gov

Presenters: Scott Lazenby and John McArdle, Center for Public Service, Portland State University

Topic: Elected Officials Boot Camp

Audience: Elected and appointed officials for the City of Hood River and invited regional board members/staff

Schedule: TBD Saturday in May 2021, 9:00-12:30

Location: Remote or on-site at City of Hood River
211 2nd Street • Hood River, OR 97031

Content:

The Center for Public Service will provide a half-day workshop on practical, evidence-based tools for effective local governing. The expected outcomes include 1) practices the members of the governing board can use, as individual members working as a team, to set the policy direction for the government and make a positive difference in the community and 2) practices for an effective working relation with the chief executive officer and staff. The training session will include brief presentations, group discussions, and through breakout groups, practicing the tools in the form of case studies and simulations.

Facilitators: Scott Lazenby and John McArdle

**Audio Visual
Equipment:**

If on-site, equipment for a PowerPoint presentation. Ideally, participants will have smart phones with text message capability for real-time polling.

Cost: \$2,800. This is a fixed cost and includes preparation, delivery, handout materials, and travel expenses. CPS will invoice the sponsor for this training upon completion of the workshop. Payment is due within 30 days of the invoice.

Reference

Materials: CPS will provide each participant with handouts and other reference materials.

Indemnification:

Subject to the limits and conditions of Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, Presenter shall hold and save harmless Sponsor, its officers, agents and employees from claims, suits and actions arising out of the tortious acts of Presenter, its officers, agents or employees acting within the scope of their employment and duties in performance of this agreement. Sponsor shall hold and save harmless Presenter, its officers, agents, and employees from all claims, suits and actions arising out of the activities of Sponsor, its officers, agents, and employees acting under this agreement.

Assignment:

Neither party shall assign nor transfer any interest in this agreement, nor assign any claims for money due or to become due during this contract, without prior written approval of the other party.

Termination:

The contract may be terminated by either of the parties with at least forty-eight hours prior written notice to the day of the session.

Termination due to non-appropriation or budget limitation of funds:

PSU certifies that sufficient funds are available to finance PSU'S obligations under this Agreement within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation PSU will notify Contractor of its intent to terminate this Agreement.

Force Majeure:

Neither Party shall be held responsible for delay or default caused by fire, riot, weather, labor disputes, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.

Non-Discrimination:

In their respective performances of this Agreement, no party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, marital status or sexual orientation. Moreover, each party shall comport its performance with all applicable Federal and State anti-discrimination acts and associated regulations.

Tax Compliance Certification:

By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Merger:

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions.

Agreement:

This agreement represents a formal commitment for training services between the Sponsor and Presenter. This agreement may be signed in two or more counterparts, each of which shall be deemed an original, and which, when taken together, shall

constitute one and the same agreement. Sponsor and Presenter agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

Agency Legal Contracting Name:

Portland State University:

Signature Date

Center for Public Service Date

Printed Name

Contracts Officer Date

Title

SCOPE OF WORK
PORTLAND STATE UNIVERSITY
CITY OF MEDFORD

PROJECT: *City Council Effectiveness Training*

This Scope of Work supplements the Personal Services Agreement ("Agreement") entered into between PSU and City. The parties agree that the Agreement is hereby supplemented as follows:

Description of Services:

Purpose: Under Medford's form of government, the elected city council is, as a group, responsible for setting the policy direction of the city government. With many challenges and opportunities facing the city, along with turnover on the council, being effective in this role is more important than ever. This interactive training session is intended to give the mayor and council members practical tools to translate the vision and ideas of nine individual council members into cohesive council policy direction that is clear and consistent, and that provides clear direction to the city manager and staff who are tasked with implementing the council policies and goals.

Material for the training session will draw on the Carver Policy Governance Model (*Boards That Make a Difference*) as well as the concepts covered in the Center for Public Service's biennial *Elected Officials Boot Camp*. It will also draw on material from the recently-published *Local Elected Officials: Guardians of Good Governance* by PSU Professor Emeritus Douglas Morgan and former Eugene City Manager Mike Gleason (copies of the book can be provided at cost).

The training session will be facilitated by Scott Lazenby, Ph.D., retired city manager and adjunct associate professor at Portland State University's Hatfield School of Government.

Scope of Work: PSU will, with the input of City Manager Brian Sjothun, prepare session materials, and conduct a half-day highly interactive training session with the members of the Medford mayor and city council. Note: while the focus will be on the council's policy-setting role, the session will also address the necessary ingredients for an effective council-staff working relationship, and some exercises will involve both the council and the management team.

The date of the training session is to be determined; tentatively on a Saturday in January 2021 in Medford.

Cost:

Payment for services provided under the terms of this Scope of Work shall not exceed \$2,213. All administrative costs are included in the per hour rates. See the following table for details regarding estimated hours by task.

City of Medford - Council Training Session			
	Hours		Cost
Preparation	4		
Travel	9		
Session	4		
	17		\$ 1,700
Expenses			
Mileage	544 miles		
	0.575 federal rate		\$ 313
Hotel, meals	200		\$ 200
			\$ 2,213