



REQUEST FOR PROPOSAL

Non-Represented Classification/Compensation Study

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SECTION I

PURPOSE OF REQUEST

The City of Oak Harbor (“City”) is requesting proposals to conduct a comprehensive Classification and Compensation Study for all non-represented employees. This study is referred to as the “Project”. The City has approximately **43** non-represented positions plus the City Administrator and department heads; accordingly, this study will include approximately **81** employees. This study is to include salary and fringe benefit levels, a review and if necessary, an update of job descriptions, and a review of and recommendations on its performance management system.

The City has not conducted a review in approximately twelve (12) years. The job descriptions for current non-represented employees have been updated by City staff but job descriptions may not reflect current job duties. This Project is a comprehensive study of positions, classifications, and compensation.

The City strives to competitively recruit and retain employees, motivate employees to excel in job performance, and structure work to provide the best service to the community.

The City’s functional objectives for this Project include:

1. Provide internal consistency within each department, as well as between other departments, eliminate any salary compression between management and staff, and to provide a fair, competitive wage in the labor market to attract and retain a professional, productive and diverse workforce. The labor market, for purposes of this study, shall consist of both the private and public sector labor markets.
2. Provide a recommendation for compensation administration including rules and policies, to maintain a long-term competitiveness, ensure equity, and position the organization for future development.
3. Recommend base salary ranges and classification placement within those ranges, total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave).
4. Provide a job evaluation methodology that makes logical comparisons between jobs to assess their relative worth for classification review, both for the purposes of this Project and the City’s use after the Project is complete.

Single Award: The City intends to award a single individual, vendor, or consulting firm.

SECTION II

TIME SCHEDULE

The following is the anticipated schedule for the RFP process. The City reserves the right to modify any part of this schedule.

October 12, 2016 Release RFP

November 2, 2016 Deadline for Submittal of Proposals (3:00 p.m.)

November 3-14, 2016 Human Resources Director shall review proposals

November 15, 2016 Contract Award to City Council for Approval.

November 16, 2016 Work beings.

December 16, 2016 Draft report and appropriate alternatives submitted to Human Resources Director and City Administrator for review

January 16, 2017 Completion of final report and selected plan

February 7, 2017 Presentation to Council

March 2017 Development and Implementation

The City will provide job descriptions, benefit summary and other pertinent information at the time the contract for this Project is finalized.

SECTION III

INSTRUCTIONS TO PROPOSERS

All proposals shall be sent to:

ATTN: City Clerk
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

All questions should be directed to:

Sandra Place, (360) 279-4757
E-mail: splace@oakharbor.org

OR

Emma House, (360) 279-4509
E-mail: ehouse@oakharbor.org

All proposals must be submitted:

By mail - in a sealed envelope and clearly marked in the lower left-hand corner:
"RFP – Classification/Compensation Study"

All proposals must be received by 3:00 p.m. on Wednesday, November 2, 2016.

One (1) copy of the RFP must be presented (No e-mailed, faxed and/or telephone proposals will be accepted).

Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. can be included. Emphasis should be on completeness and clarity of content.

All proposals and pricing are **FINAL** and **FIRM**. No **ESTIMATES** will be considered. Total pricing must include all materials, labor and services necessary to complete this project.

All proposals must include the following information-**ALL DOCUMENTS MUST BE COMPLETE AND SIGNED TO BE CONSIDERED:**

- ✓ Cover Sheet
- ✓ Non Collusion Certificate
- ✓ Scope of Services Questions and Answers (a description of the work program including a description of deliverables and activities)

- ✓ Description of the Project Team. The names, titles and qualifications of the proposed project manager and support staff who will be conducting the work on this assignment, including their length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis.
- ✓ Outline of the proposed work plan.
- ✓ Pricing Schedule of billing rates and a specific “not to exceed” capped fee including associated fees (i.e. printing costs, attendance at meetings, travel). A requested payment schedule should accompany the work schedule.
- ✓ A list of five (5) references for similar projects, three of which are cities, including names of contact persons and telephone numbers, for your firm and for any subcontractors.
- ✓ Maintenance and Support

The submittal shall be twenty (20) pages maximum, 8 ½ x 11 inches, single-sided, with a 12-point font minimum. All pages count towards the page total except the cover, introductory letter, and organizational chart (if included).

SECTION IV

RFP Evaluation Criteria

An evaluation team will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the City of Oak Harbor reserves the right to require any vendor to participate in a presentation to the evaluation team (and others) of the items contained in the RFP response and any other items deemed appropriate by the City of Oak Harbor.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal is most advantageous to the City of Oak Harbor with price and other factors including, but not limited to, Responses to the RFP questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable membership or certifications; presentations to the City of Oak Harbor evaluation team and others (if applicable); product samples which the City may, at its discretion, request as part of the RFP process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

Points will be awarded up to the maximum allocated to each category depending on the understanding of the members of the evaluation team on how well, in their judgment, each item has been addressed.

Requirements questions, Presentations and Compensation categories will be scored and awarded points. Points will be rounded to the nearest whole value, but in no event will rounding cause the points to exceed the maximum allowed. The lowest proposed cost for software and affiliated maintenance will receive the highest number of points for that category.

When determining whether a vendor is responsible, or when evaluating a vendor's proposal, the following factors will be considered, any one of which will suffice to determine if a vendor is either not a responsible vendor or if the vendor's proposal is not the most advantageous to the City:

1. The ability, capacity and skill of the vendor to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the vendor.
3. Whether the vendor can perform the contract within the time specified

4. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's failure to perform satisfactorily or complete any written contract.
5. The previous and existing compliance by the vendor with laws relating to the contract or services.
6. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
7. The vendor is not qualified for the work or to the full extent of the RFP.
8. The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
9. The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
10. More likely than not, the vendor will be unable, financially or otherwise, to perform the work.
11. Such other information as may be secured having a bearing on the decision to award the contract.
12. Any other reason deemed proper by the City.

SECTION V

Notices and Response Criteria

Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision and amendment.

Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting; offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

Property of the City

Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful vendor.

City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the City.

City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative regularities contained in any proposal.

Single Response

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City, the RFP may be cancelled.

Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any vendor. The release of this RFP does not

compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well-suited to this project or proceeding with an award.

Right to Award

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFP Contact. The vendor may submit another proposal at any time up to the proposal closing date and time.

Non-Endorsement

As a result of the selection of a vendor to supply products and/or services the City is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

Errors in Proposal

The City will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

If, after the opening and tabulation of proposals, a vendor claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFP contact will review the work sheets and if the RFP Contact is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the vendor may be relieved his/her proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

Bid Bond – A bid bond is not required

Performance Bond -- A performance bond is not required.

Payment Bond – A payment bond is not required.

The Human Resources Director and City Administrator will be responsible for determining acceptable performance levels.

Funding

Any contract entered into as a result of this RFP is contingent upon the continued funding by the City of Oak Harbor.

Terms of Payment

The City's terms of payment are Net 30. Payment will be made within 30 days upon receipt of an undisputed invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments.

All invoices must be submitted to:

City of Oak Harbor
Accounts Payable
865 SE Barrington Drive
Oak Harbor, WA 98277

SECTION VI

**RFP COVER SHEET
Yes/No Answers Please**

Has your company operated at least 5 years without interruption? _____

Has an owner of your company been convicted of a crime within the past 10 years?

Does any employee or official of the City of Oak Harbor have any financial or other interest in your firm? _____

Does your company maintain Professional Liability Insurance? _____

Has your company been in bankruptcy, reorganization or receivership in the last five years?

Has your company been disqualified by any public agency from participation in public contracts?

Is your company licensed to do business in the State of Washington? _____

The undersigned hereby accepts the terms and conditions as set forth herein. The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the vendor's representative who is legally authorized to contractually bind the vendor.

FULL LEGAL NAME OF COMPANY _____

TYPE OF BUSINESS _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____

FAX _____

NAME (PLEASE PRINT) _____

TITLE _____

SIGNED _____

DATE _____

SECTION VII

NON-COLLUSION CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed vendor has not divulged to nor discussed or compared his/her proposal with other vendors and has not colluded with any other vendor or parties to proposal whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of any resultant contract and/or return of material as applicable.

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Date Signed: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

SECTION VIII

SCOPE OF SERVICES

General Requirements – The Project consists of furnishing all labor, materials, equipment, tools, supervision and travel necessary to complete the following tasks:

1. **Project Initiation.** Develop a mutually agreeable project management plan.
2. **Communication and Engagement Strategy.** Establish clear and open communications, a meaningful way in which employees may engage in the Project; and guidance on policy issues that must be considered by the City Council.

A. Classification/Competencies Component

1. Conduct a job audit of all non-represented positions to quantitatively evaluate the job content of each position using a job analysis and evaluation ranking methodology to determine the organizational structure and essential functions of each position in accordance with Fair Labor Standards Act provisions relative to exempt and non-exempt status.
3. Conduct interviews and/or obtain job description questionnaires from all non-represented employees. Please include a copy of the Positional Analysis Questionnaire (PAQ) you intend to use as part of this proposal.
4. Prepare clearly defined classification specifications and recommend allocations of each position to an appropriate classification and pay grade. Distinctions between jobs should be readily understood, while providing broad based generic classifications. The final class specifications should include essential functions, distinguishing characteristics, physical and mental demands, and all minimum qualifications. Core training components to advance to the next position should be included and the class specification should indicate whether the position is FLSA exempt or non-exempt.
5. Confirm all job descriptions include the critical skills and competencies (knowledge, skills, and abilities) required for each position to effectively fulfill the essential functions of the position and that the job descriptions are in compliance with state and federal mandates.

B. Compensation Component

1. Identify benchmark classifications.
2. Identify potential pay compression issues and provide alternative solutions.

3. Develop internally equitable salary recommendations addressing the issue of pay progression with appropriate consideration for both length of service and performance.
4. Make recommendations based on the identified pay philosophy, feasibility and affordability creating a value added system for employees.
5. Develop a new salary range table(s) that will encompass all City jobs.
6. Recommend compensation policy, pay grades; grade pricing and salary range for all classifications. Recommend an appropriate salary structure including minimum and a maximum percent spread, and the difference between each salary step.
7. Provide recommendations to the current Fringe Benefit and Salary Administration policies including pay, structure and fringe benefit schedules. These schedules should be internally equitable and competitive in external markets both public and private, utilizing both public and private sector data. Total compensation is the desired result.
8. Provide a guideline to assist with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position and how difficult the position is to fill and market competitiveness. In addition, include lateral pay for Police and Fire positions.
9. Provide a recommended approach to administrative time off for exempt employees, in recognition of increased hours worked without benefit of overtime or compensatory time.
10. Provide a recommended approach to providing additional vacation time to new employees who brings years of comparable experience to the job.
11. Produce an overall classification and compensation plan, forms and procedures that are clear and understandable, in order to promote employee and public acceptance of the process and results.

Implementation and Project Management – Vendor’s proposal should provide the following information:

1. Provide a maintenance system to keep the classification system current and equitable. Software should be provided that expedites and simplifies future job specification development and position classification.
2. Propose a management review process that will be used to find resolution to classification related disputes.

3. Schedule and attend meetings and committees, including but not limited to:
 - a. Human Resources
 - b. City Administrator
 - c. Department Directors
 - d. City Council
4. Vendor must adhere to best practice project management methodology.
5. Process for collaborating with our organization on the project plan and the mechanism used to allow our organization to make final changes to that plan.
6. Project management, configuration, consulting, testing, and training from single vendor.
7. Provide evidence of phased implementation methodology.
8. Provide training and reference materials (documentation).
9. Provide user support services.
10. Vendor must provide flexible implementation options to accommodate customer timeline and desired support.

SECTION IX

Minimum Firm Qualifications

Must be an established individual, vendor, or firm with a minimum of five (5) continuous years of experience in the business of compensation management which includes specific experience in the full scope of wage and benefit survey, analysis, design and implementation of compensation and classification systems.

Please provide references for a least a minimum of four (4) successfully completed comparable public sector compensation projects within the past five (5) years.

Deliverables

At the conclusion of the Project, the selected consultant will submit two (2) hard copies and one (1) electronic copy of the classification and compensation survey to the City.

The report must include the following, depending on the proposal accepted by the City:

- A. Executive Summary that describes the processes and methodology used to analyze data in order to conduct this project.
- B. Classification/Competencies Component
Document findings and recommendations related to job descriptions, existing job titles and position classifications as outlined in the Scope of Services:
- C. Compensation Component:
Document findings and recommendations related to salary and benefit comparison as outlined in the Scope of Services:

City's Responsibilities

The City staff will provide the consultant with all relevant information it has pertaining to the City and its operations including existing job descriptions, organizational charts, and collective bargaining agreements, and relevant sections of the municipal code. The City may provide additional documents and information, as appropriate.

Consultant Responsibilities

1. All work shall be performed in a professional, courteous manner using quality equipment and materials, all of which must be maintained and operated with the highest standards as well as meeting all OSHA safety standards.
2. The Consultant shall not sublet, assign or transfer the contract or any portion or any payment due thereunder, without the written consent of the City.

SECTION X

Selection Criteria

Only those bidders that provide all the information requested in the Request for Proposal document will be considered. The City considers the following factors important in the selection process, proposals will be evaluated based on the following:

- Thoroughness and understanding of the tasks and project to be completed.
- Clarity and completeness of proposal and description of services to be provided.
- Background and experience in organizational analysis and evaluations.
- Compliance with the RFP requirements.
- Recent public sector experience preferably with municipalities in Washington (WA), conducting similar studies.
- Information obtained from references provided by bidder.
- Ability to complete the work within the time specified.
- Qualifications of the firm, including but not limited to staff expertise and overall experience of personnel assigned to the project.
- Description of the scope of involvement of City staff.
- Responsiveness to requirements of the project.
- Cost.

SECTION XI

Contractual Requirements

The selected bidder will be required to enter into a formal contract with the City. A copy of the anticipated contract is attached hereto. The term of the contract shall be approximately 120 days. It will commence at an agreed upon date, after City Council approval, and terminate after the work is completed.

Budget/Contract

The City wishes to negotiate a contract with a “not to exceed” dollar total based on a clearly defined scope of work. It should be noted that the selected consultant will be required to enter into a professional services contract in the form attached including insurance as applicable.

This project is financed 100% by the City of Oak Harbor. No state revolving fund or state grant is involved.

Terms and Conditions of the Proposal

All costs incurred in the preparation, submission, and presentation of the proposal, in any way whatsoever, will be wholly absorbed by the bidder. All supporting documentation will become the property of City unless requested otherwise at the time of submission.

The City reserves the right to modify the scope of services during the course of the agreement. Such modification may include adding or deleting any tasks this consulting service assignment will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the bidder resulting from the requested changes are subject to acceptance by the City.

Ownership of all data, materials and documentation originated and prepared for the City pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City.

All work shall meet with the approval of the Human Resources Director, or her authorized representative, as conforming to the provisions and requirements of this RFP and subsequent agreement or contract.

In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the professional firm or service provider to whom it is proposed to make such aware. Any agreement awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the agreement shall be voidable at the discretion of the Human Resources Director.

SECTION XII

PRICING SCHEDULE

LABOR

<i>Item</i>	<i>Description</i>	<i># of Hours</i>	<i>Hourly Rate</i>	<i>Total Price</i>
1				
2				
3				
4				
5				

TRAINING-also indicate training that will be at no additional charge.

<i>Item</i>	<i>Description</i>	<i># of Classes</i>	<i>Cost per class</i>	<i>Total Price</i>
1				
2				
3				
4				
5				

SECTION XIII

QUESTION SUBMITTAL FORM

Questions regarding this RFP must be submitted in writing, in MS Word format on the form provided below and returned via: email to the RFP Contact listed in this RFP and only during the allotted timeframe detailed in the timeline,

Only **ONE** question per form is permitted; duplication of the form is acceptable in the event you have more than one question.

Answers to all pertinent questions from all Vendors will be returned to all RFP participants without identifying the Vendor making the inquiry.

START BELOW HERE --- use "CUT" and then "PASTE" to another MS Word document

CLASSIFICATION / COMPENSATION STUDY	RFP QUESTIONS FORM
-------------------------------------	--------------------

RFP SECTION AND PARAGRAPH:		RFP PAGE NUMBER:	
SUBMITTED BY:		DATE SUBMITTED:	
EMAIL:		PHONE:	
COMPANY NAME:			

All vendors are required to direct their questions to the RFP Contact. Please type all the questions in text box provided below. The text box will expand to accommodate any size of questions. Only one question per form is permitted.

..... START BELOW HERE.

SECTION XIV

RFP RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format; please note that NO PDF or scanned RFP response submissions will be accepted. All submissions must be in MS Word and/or Excel.

The RFP name must be shown on the lower left-hand corner of the box.

	Description
	RFP Cover Sheet
	Non-Collusion Certification
	Acknowledgement of Scope of Services
	Description of Project Team
	Outline of Proposed work plan
	Pricing Schedules
	References
	Maintenance and Support
	Literature, Brochures, etc. (please provide at end of proposal)

SECTION XV

Attachments

- A. City of Oak Harbor Professional Services Agreement
- B. Scope of Services
- C. Authorized Positions FY2016
- D. Non-Represented Positions FY2016
- E. City Organizational Chart
- F. Non-Represented Salary Structure

*Current approved Job Descriptions – available upon request.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND [Company Name]
FOR CONSULTANT SERVICES**

Project Name: [Insert Project Name]

Contract Number: [Insert Contract Number; for example ENG15-02-001]

Contract Amount: [Insert total contract amount; indicate lump sum, not to exceed, etc.]

Expiration Date: [Insert contract expiration date]

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of **OAK HARBOR**, a Washington State municipal corporation (“City”), and **[Insert Company Name]**, a Washington **[LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State]** (“Consultant”).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **[INSERT SHORT GENERAL DESCRIPTION OF WHAT SERVICES ARE REGARDING]** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will

be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on **[INSERT ANTICIPATED AWARD DATE OF CONTRACT]** and shall terminate at midnight, **[INSERT TERMINATION DATE; use December 31 or June 30 unless a specific deadline is required]**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNIFICATION / HOLD HARMLESS. Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Consultant and the Public Entity, its officers, officials,

employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

a.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as

respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

h. **Notice of Cancellation.** The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.8 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.9 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be

assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.10 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.11 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.12 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.13 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$[**INSERT CONTRACT AMOUNT**] without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may

copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 NOTICES.

Notices to the City shall be sent to the following address:

[INSERT NAME, TITLE OF CITY CONTACT]

**CITY OF OAK HARBOR
865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277**

Notices to the Consultant shall be sent to the following address:

[INSERT NAME, TITLE AND ADDRESS OF CONSULTANT CONTACT]

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 20__.

CITY OF OAK HARBOR

[INSERT TRUE AND ACCURATE NAME OF COMPANY]

By _____
_____, Mayor

By _____
[PRINT OR TYPE NAME AND TITLE OF PERSON AUTHORIZED TO BIND CONSULTANT COMPANY]

Approved as to form:

Nikki Esparza, City Attorney

**ATTACHMENT B
SCOPE OF SERVICES
CLASSIFICATION AND COMPENSATION STUDY**

Note: This is not final until Consultant is selected and final negotiations are completed.

PROJECT UNDERSTANDING

During the term of this Agreement, the Consultant shall perform a classification and compensation study and provide detailed recommendations regarding comparable employers, City salaries and benefits, and compensation rules and policies.

TASK 1: PROJECT MANAGEMENT/CONSULTANT COORDINATION

1. The Consultant shall coordinate with the City's project manager throughout the project.
2. The Consultant shall develop and maintain an updated project schedule, provided to the City on a monthly basis.
3. The Consultant shall submit monthly invoices with a written summary of project progress.

TASK 2: CLASSIFICATION AND COMPENSATION ANALYSIS

1. Identify and evaluate appropriate options for the City:

A. Conduct a job audit of all positions, including a general task analysis by department, which shall include interviews with department directors/managers, division managers and other key personnel and employees to determine the organizational structure and essential functions of each position.

B. Review existing job descriptions and recommend updates, as needed. Identifying Fair Labor Standards Act designation for each job title/classification shall be included in this review.

C. Evaluate jobs by developing, then reviewing, a job-ranking structure; verify ranking by analyzing pertinent market data concerning the ranking; compare the initial ranking with that of the market's hierarchy and adjust as determined; prepare a matrix with an organizational review on the basis of required tasks and future forecasts; develop a matrix of jobs crossing lines and departments; compare the matrix with the City structure.

D. Establish pay grades; grade pricing and salary range for all classifications.

E. Determine an appropriate salary structure including minimum and a maximum percent spread, and the difference between each salary step.

F. Determine recommended compensation policy and present to City Council and City staff for discussion. Through this analysis and the consultant-led process, both groups must arrive at agreement on the compensation policy.

G. Develop and present to staff recommendations and impact studies including the cost, if any, of implementing the proposed compensation policies with current employees, and the future impact of recommended changes.

H. Schedule and attend meetings with City staff and committees, including but not limited to:

- a. Human Resources
- b. City Administrator
- c. Department directors
- d. City Council

TASK 3: MEETINGS

1. The Consultant shall meet with City staff to discuss and identify information that is relevant.
2. The Consultant shall meet with City staff as needed to coordinate progress and review draft findings.
3. The Consultant shall attend a meeting to review the final report with City staff.

Task 3 Deliverables

1. The Consultant shall determine a recommended compensation philosophy and present this information to City staff and City Council. Both groups must arrive at agreement on the compensation philosophy.
2. The Consultant shall prepare a draft report for review and comment by City staff within approximately 30 days of contract execution.
3. The Consultant shall prepare a final report for presentation to the City Council and City staff.

TASK 4: PUBLIC MEETINGS

1. The Consultant shall make a presentation and be prepared to answer questions from City Council at a Council meeting where the proposed recommendations are discussed.
2. The Consultant may then be asked to provide additional rate proposals based on additional questions or assumptions discussed in those presentations.

Task 4 Deliverables

1. The Consultant shall be responsible for preparing the materials and exhibits for the presentation to the City Council.
2. The Consultant shall also prepare written responses to additional questions posed by the Council as practicable and prepare additional information as requested.

ATTACHMENT C
Authorized Positions 2016

	Classification	2016
Council	City Council Member	7.00
	Total	7.00

	Classification	2016
Judicial	Probation Clerk	0.00
	Total	0.00

	Classification	2016
Mayor	Mayor	1.00
Mayor	Executive Assistant	1.00
	Total	2.00

	Classification	2016
Admin	City Administrator	1.00
Admin	Economic Development Coordinator	1.00
Admin	Administrative Assistant	1.00
	Total	3.00

	Classification	2016
HR	Human Resources Director	1.00
HR	Administrative Assistant	0.50
HR	Human Resources Analyst	0.50
	Total	2.00

	Classification	2016
Fin	Finance Director	1.00
Fin	City Clerk	1.00
Fin	Financial/Systems Accountant	3.00
Fin	Finance Manager - Utilities	1.00
Fin	Accounting Technician	2.00
Fin	Cashier	2.00
Fin	Receptionist	1.00
	Total	11.00

	Classification	2016
Legal	City Attorney	1.00
Legal	Assistant City Attorney/Prosecutor	1.00

Legal	Paralegal	1.00
Legal	Administrative Assistant	1.00
Legal	Admin Assistant/Chief Examiner/ Civil Service Secretary	0.00
Total		4.00

	Classification	2016
Dev	Development Services Director	1.00
Dev	Senior Planner	2.00
Dev	Associate Planner	1.00
Dev	Permit Coordinator	1.00
Dev	Administrative Assistant	1.00
Dev	Building Official	1.00
Dev	Plans Examiner	1.00
Dev	Building Inspector	1.00
Total		9.00

	Classification	2016
Gen Gov	Web Specialist	0.30
Total		0.30

	Classification	2016
PD	Chief of Police	1.00
PD	Captain	1.00
PD	Lieutenant	1.00
PD	Administration Assistant	1.00
PD	Sergeant	5.00
PD	Police Officer	19.00
PD	Jail Sergeant	1.00
PD	Jailer	6.00
PD	ID/Evidence Technician	0.00
PD	Support Services Supervisor	1.00
PD	Records Information Specialist	2.00
PD	Civil Service Secretary	0.30
PD	Receptionist	1.00
Total		39.30

	Classification	2016
Animal	Animal Control/Code Enforcement Officer	1.00
Total		1.00

	Classification	2016
FD	Fire Chief	0.90

FD	Administrative Assistant	1.00
FD	Office Assistant	0.00
FD	Career Lieutenant	4.00
FD	Career Firefighter	4.00
FD	Paid On Call Captain	2.00
FD	Paid on Call Lieutenant	4.00
FD	Paid On Call Firefighter	36.00
FD	Deputy Chief	2.00
	Fire Prevention Specialist/Public Educator/	1.00
FD	Public Information Officer	
	Total	54.90

Classification		2016
EMS	Director of Emergency Services	0.10
	Total	0.10

Classification		2016
Youth	Youth Services Coordinator	0.00
	Total	0.00

Classification		2016
Parks	Parks Operations Manager	1.00
Parks	Lead Parks Specialist	1.00
Parks	Parks Specialist II	1.00
Parks	Parks Specialist I	3.00
Parks	Parks Laborer (Part Time)	0.20
Parks	Seasonal Laborer	2.00
	Total	8.20

Classification		2016
Marathon	Web Specialist	0.00
	Total	0.00

Classification		2016
Street	Lead Streets Specialist	1.00
Street	Streets Specialist I	1.00
Street	Streets Specialist II	4.00
Street	Seasonal Laborer	0.50
	Total	6.50

Classification		2016
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Senior	Senior Services Administrator	1.00
Senior	Program Coordinator	0.87
Senior	Admin Assistant/Volunteer Coordinator	0.00
Senior	Program Assistant/Travel Coordinator	0.88
Total		2.75

	Classification	2016
Water	Lead Water Specialist	1.00
Water	Water Specialist II	5.00
Water	Water Specialist I	1.00
Water	Water Service Lead	1.00
Water	Seasonal Laborer	0.50
Total		8.50

	Classification	2016
Sewer	Operations Manager	0.33
Sewer	Lead WWC Specialist	0.50
Sewer	WWC Specialist II	2.00
Sewer	WWTP Supervisor	1.00
Sewer	Lead WWTP Operator	1.00
Sewer	WWTP Lab Coordinator	1.00
Sewer	WWTP Operator II	1.00
Sewer	WWTP Operator I	1.00
Sewer	WWTP Operator In Training	1.00
Total		8.83

	Classification	2016
Garb	Operations Manager	0.33
Garb	Lead Solid Waste Specialist	1.00
Garb	Solid Waste Specialist II	6.00
Garb	Solid Waste Specialist I	0.00
Total		7.33

	Classification	2016
Storm	Operations Manager	0.34
Storm	Lead Storm Drain Specialist	0.50
Storm	Storm Drain Specialist II	3.00
Storm	Environmental Educator	0.00
Storm	Code Compliance Officer	0.25
Storm	Seasonal Laborer	0.50
Total		4.59

	Classification	2016
Marina	Harbormaster	1.00

Marina	Assistant Harbormaster	1.00
Marina	Marina Maintenance Attendant I, II, III	2.00
Marina	Marina Operations Specialist	1.00
Marina	Seasonal Laborer	0.66
	Total	5.66

	Classification	2016
Repair	Lead Mechanic	1.00
Repair	Mechanic	1.00
Repair	Seasonal Laborer	0.50
	Total	2.50

	Classification	2016
Shop	Public Works Director	1.00
Shop	Administrative Assistant	1.00
Shop	Budget & Purchasing Specialist	1.00
Shop	Operations Manager	1.00
Shop	Facilities/Utility Worker	1.00
Shop	City Engineer	1.00
Shop	Project Engineer	3.00
Shop	Civil Engineer	2.00
Shop	Engineering Technician	1.00
Shop	Archaeologist	1.00
Shop	Associate Planner-Engineering	0.00
Shop	Construction Inspector	1.00
Shop	Project Specialist	0.00
Shop	Administrative Assistant-Engineering	1.00
	Total	15.00

ATTACHMENT D Non-Represented Positions

SALARY RANGE PLACEMENT

Exempt Positions

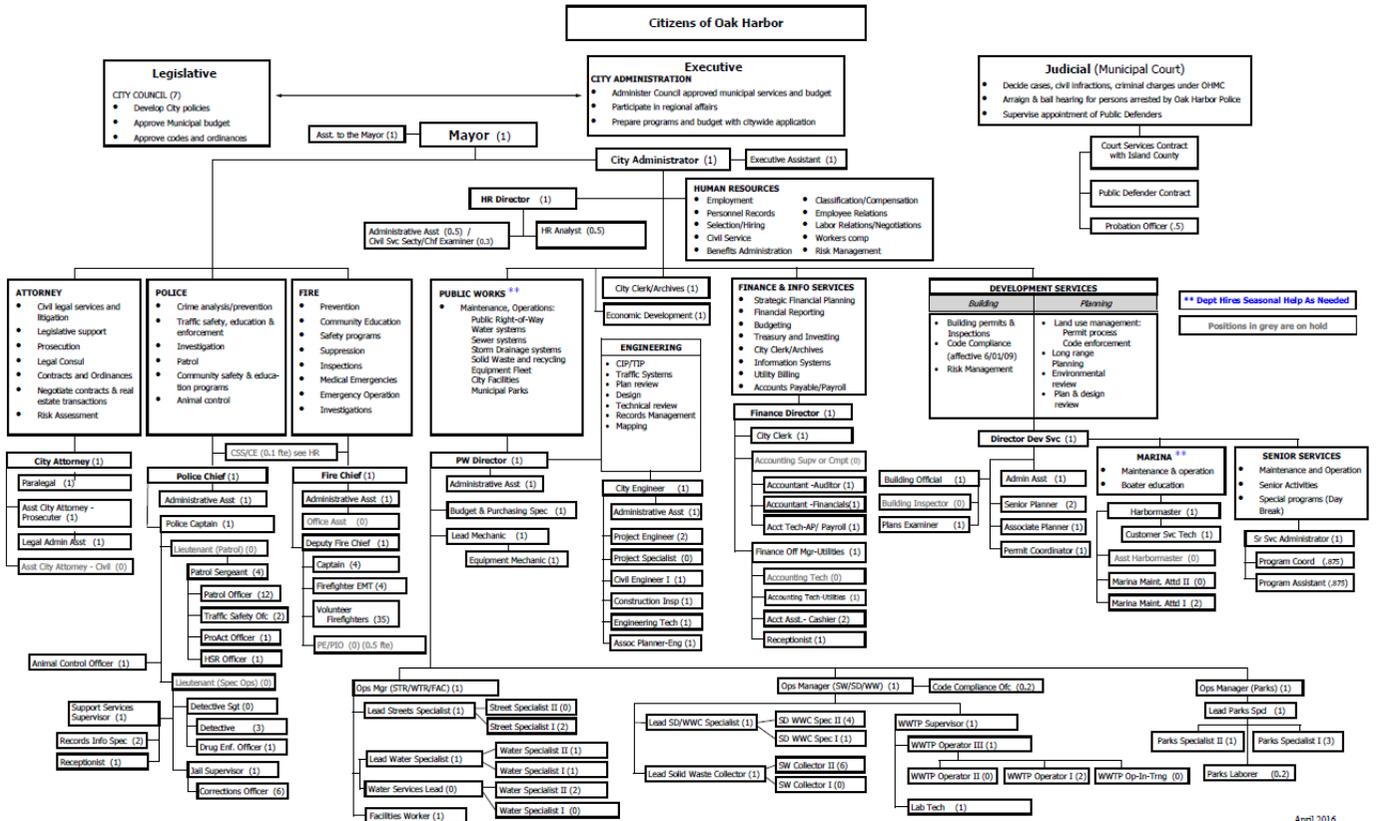
Position Title	2016
City Administrator	69
City Attorney	64
Deputy City Administrator	64
Director, Public Works	63
Director, Finance + Deputy City Administrator	63
Director, Finance	62
Police Chief	62
Director, Development Services	61
Fire Chief	61
Director, Human Resources	59
City Engineer	57
Police Captain	57
Deputy Fire Chief	57
Project Engineer (2 positions)	54
Project Engineer - Limited Term (WWTP)	54
Assistant City Attorney	53
Civil Engineer II	53
Building Official	51
Civil Engineer I	51
Public Works Ops Manager-Fac/Str/Wtr	51
Public Works Ops Manager-SD/SW/WWTP	51
Finance Manager - Budget & Accounting	49
Harbormaster	49
WWTP Supervisor	49
Senior Planner (2 positions)	49
Economic Development Coord	48
Archaeologist	47
Senior Services Administrator	47
Public Works Ops Manager-Parks	46
City Clerk	45
Accountant - Financials	44
Accountant - Internal Auditor	44
Associate Planner (Dev Svc)	44
Electronic Media Specialist	43
Asst to the Mayor (includes Elec Media duties)	43
Human Resources Analyst	43
Finance Office Manager - Utilities	42
Executive Asst to the City Administrator	41

SALARY RANGE PLACEMENT

Non-Exempt Positions

Position Title	2016
Lead Equipment Mechanic	43
Lead, Solid Waste	43
Lead, Storm Drain/Wastewater Collections	43
Lead, Streets	43
Lead, Water	43
Plans Examiner	43
WWTP Operator III	43
Budget & Purchasing Specialist	42
Code Compliance Officer (PW)	40
Lead, Parks	40
Paralegal	38
Permit Coordinator	37
Administrative Asst - Dev Svc	37
Administrative Asst - Fire	37
Administrative Asst - HR	37
Administrative Asst - Law	37
Administrative Asst - Police	37
Administrative Asst - Public Works	37
Civil Service Secty / Examiner	37
Accounting Technician-Payables/Payroll	37
Accounting Technician-Utilities	35
Program Coordinator (Sr Ctr) 35 hrs/wk	34
Accounting Assistant-Cashier (2 positions)	33
Telephone Receptionist	29
Program Asst/Travel Coord (Sr Ctr) 35 hrs/wk	25
Seasonal Laborer (90% of range)	23

ATTACHMENT E Organizational Charts



ATTACHMENT F
Schedule of Salary Ranges
City of Oak Harbor
Salary Structure Non-Represented
2016

Step/Range
Diff= 1.03

With a 2.5% Increase from previous year

Salary Range	Proficiency Level							
	A	B	C	D	E	F	G	H
23	2,565	2,641	2,721	2,802	2,886	2,973	3,062	3,154
	14.80	15.24	15.70	16.17	16.65	17.15	17.67	18.20
24	2,641	2,721	2,802	2,886	2,973	3,062	3,154	3,249
	15.24	15.70	16.17	16.65	17.15	17.67	18.20	18.74
25	2,721	2,802	2,886	2,973	3,062	3,154	3,249	3,346
	15.70	16.17	16.65	17.15	17.67	18.20	18.74	19.30
26	2,802	2,886	2,973	3,062	3,154	3,249	3,346	3,447
	16.17	16.65	17.15	17.67	18.20	18.74	19.30	19.88
27	2,886	2,973	3,062	3,154	3,249	3,346	3,447	3,550
	16.65	17.15	17.67	18.20	18.74	19.30	19.88	20.48
28	2,973	3,062	3,154	3,249	3,346	3,447	3,550	3,656
	17.15	17.67	18.20	18.74	19.30	19.88	20.48	21.09
29	3,062	3,154	3,249	3,346	3,447	3,550	3,656	3,766
	17.67	18.20	18.74	19.30	19.88	20.48	21.09	21.73
30	3,154	3,249	3,346	3,447	3,550	3,656	3,766	3,879
	18.20	18.74	19.30	19.88	20.48	21.09	21.73	22.38
31	3,249	3,346	3,447	3,550	3,656	3,766	3,879	3,995
	18.74	19.30	19.88	20.48	21.09	21.73	22.38	23.05
32	3,346	3,447	3,550	3,656	3,766	3,879	3,995	4,115
	19.30	19.88	20.48	21.09	21.73	22.38	23.05	23.74
33	3,447	3,550	3,656	3,766	3,879	3,995	4,115	4,239
	19.88	20.48	21.09	21.73	22.38	23.05	23.74	24.45
34	3,550	3,656	3,766	3,879	3,995	4,115	4,239	4,366
	20.48	21.09	21.73	22.38	23.05	23.74	24.45	25.19

35	3,656	3,766	3,879	3,995	4,115	4,239	4,366	4,497
	21.09	21.73	22.38	23.05	23.74	24.45	25.19	25.94
36	3,766	3,879	3,995	4,115	4,239	4,366	4,497	4,632
	21.73	22.38	23.05	23.74	24.45	25.19	25.94	26.72
37	3,879	3,995	4,115	4,239	4,366	4,497	4,632	4,771
	22.38	23.05	23.74	24.45	25.19	25.94	26.72	27.52
38	3,995	4,115	4,239	4,366	4,497	4,632	4,771	4,914
	23.05	23.74	24.45	25.19	25.94	26.72	27.52	28.35
39	4,115	4,239	4,366	4,497	4,632	4,771	4,914	5,061
	23.74	24.45	25.19	25.94	26.72	27.52	28.35	29.20
40	4,239	4,366	4,497	4,632	4,771	4,914	5,061	5,213
	24.45	25.19	25.94	26.72	27.52	28.35	29.20	30.08
41	4,366	4,497	4,632	4,771	4,914	5,061	5,213	5,370
	25.19	25.94	26.72	27.52	28.35	29.20	30.08	30.98
42	4,497	4,632	4,771	4,914	5,061	5,213	5,370	5,531
	25.94	26.72	27.52	28.35	29.20	30.08	30.98	31.91
43	4,632	4,771	4,914	5,061	5,213	5,370	5,531	5,697
	26.72	27.52	28.35	29.20	30.08	30.98	31.91	32.87
44	4,771	4,914	5,061	5,213	5,370	5,531	5,697	5,868
	27.52	28.35	29.20	30.08	30.98	31.91	32.87	33.85
45	4,914	5,061	5,213	5,370	5,531	5,697	5,868	6,044
	28.35	29.20	30.08	30.98	31.91	32.87	33.85	34.87
46	5,061	5,213	5,370	5,531	5,697	5,868	6,044	6,225
	29.20	30.08	30.98	31.91	32.87	33.85	34.87	35.91
47	5,213	5,370	5,531	5,697	5,868	6,044	6,225	6,412
	30.08	30.98	31.91	32.87	33.85	34.87	35.91	36.99
48	5,370	5,531	5,697	5,868	6,044	6,225	6,412	6,604
	30.98	31.91	32.87	33.85	34.87	35.91	36.99	38.10
49	5,531	5,697	5,868	6,044	6,225	6,412	6,604	6,802
	31.91	32.87	33.85	34.87	35.91	36.99	38.10	39.24
50	5,697	5,868	6,044	6,225	6,412	6,604	6,802	7,006
	32.87	33.85	34.87	35.91	36.99	38.10	39.24	40.42

51	5,868	6,044	6,225	6,412	6,604	6,802	7,006	7,216
	33.85	34.87	35.91	36.99	38.10	39.24	40.42	41.63
52	6,044	6,225	6,412	6,604	6,802	7,006	7,216	7,433
	34.87	35.91	36.99	38.10	39.24	40.42	41.63	42.88
53	6,225	6,412	6,604	6,802	7,006	7,216	7,433	7,656
	35.91	36.99	38.10	39.24	40.42	41.63	42.88	44.17
54	6,412	6,604	6,802	7,006	7,216	7,433	7,656	7,885
	36.99	38.10	39.24	40.42	41.63	42.88	44.17	45.49
55	6,604	6,802	7,006	7,216	7,433	7,656	7,885	8,122
	38.10	39.24	40.42	41.63	42.88	44.17	45.49	46.86
56	6,802	7,006	7,216	7,433	7,656	7,885	8,122	8,366
	39.24	40.42	41.63	42.88	44.17	45.49	46.86	48.26
57	7,006	7,216	7,433	7,656	7,885	8,122	8,366	8,617
	40.42	41.63	42.88	44.17	45.49	46.86	48.26	49.71
58	7,216	7,433	7,656	7,885	8,122	8,366	8,617	8,875
	41.63	42.88	44.17	45.49	46.86	48.26	49.71	51.20
59	7,433	7,656	7,885	8,122	8,366	8,617	8,875	9,141
	42.88	44.17	45.49	46.86	48.26	49.71	51.20	52.74
60	7,656	7,885	8,122	8,366	8,617	8,875	9,141	9,416
	44.17	45.49	46.86	48.26	49.71	51.20	52.74	54.32
61	7,885	8,122	8,366	8,617	8,875	9,141	9,416	9,698
	45.49	46.86	48.26	49.71	51.20	52.74	54.32	55.95
62	8,122	8,366	8,617	8,875	9,141	9,416	9,698	9,989
	46.86	48.26	49.71	51.20	52.74	54.32	55.95	57.63
63	8,366	8,617	8,875	9,141	9,416	9,698	9,989	10,289
	48.26	49.71	51.20	52.74	54.32	55.95	57.63	59.36
64	8,617	8,875	9,141	9,416	9,698	9,989	10,289	10,597
	49.71	51.20	52.74	54.32	55.95	57.63	59.36	61.14
65	8,875	9,141	9,416	9,698	9,989	10,289	10,597	10,915
	51.20	52.74	54.32	55.95	57.63	59.36	61.14	62.97
	9,141	9,416	9,698	9,989	10,289	10,597	10,915	11,243

66	52.74	54.32	55.95	57.63	59.36	61.14	62.97	64.86
67	9,416	9,698	9,989	10,289	10,597	10,915	11,243	11,580
	54.32	55.95	57.63	59.36	61.14	62.97	64.86	66.81
68	9,698	9,989	10,289	10,597	10,915	11,243	11,580	11,927
	55.95	57.63	59.36	61.14	62.97	64.86	66.81	68.81
69	9,989	10,289	10,597	10,915	11,243	11,580	11,927	12,285
	57.63	59.36	61.14	62.97	64.86	66.81	68.81	70.88
70	10,289	10,597	10,915	11,243	11,580	11,927	12,285	12,654
	59.36	61.14	62.97	64.86	66.81	68.81	70.88	73.00
71	10,597	10,915	11,243	11,580	11,927	12,285	12,654	13,033
	61.14	62.97	64.86	66.81	68.81	70.88	73.00	75.19
72	10,915	11,243	11,580	11,927	12,285	12,654	13,033	13,424
	62.97	64.86	66.81	68.81	70.88	73.00	75.19	77.45
73	11,243	11,580	11,927	12,285	12,654	13,033	13,424	13,827
	64.86	66.81	68.81	70.88	73.00	75.19	77.45	79.77
74	11,580	11,927	12,285	12,654	13,033	13,424	13,827	14,242
	66.81	68.81	70.88	73.00	75.19	77.45	79.77	82.17
75	11,927	12,285	12,654	13,033	13,424	13,827	14,242	14,669
	68.81	70.88	73.00	75.19	77.45	79.77	82.17	84.63