

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE ) RESOLUTION NO. 02-3205  
ISSUANCE OF REQUEST FOR PROPOSAL 02- )  
1025-COU, FOR A PERSONAL SERVICES ) Introduced by the Council Governmental  
CONTRACT FOR THE RECRUITMENT OF A ) Affairs Committee  
CHIEF OPERATING OFFICER AS SET FORTH IN )  
METRO CODE CHAPTER 2.20 )

WHEREAS, on November 7, 2000, the electors of Metro approved Ballot Measure 26-10 amending the Metro Charter; and

WHEREAS, the Metro Charter amendments, adopted on November 7, 2000, require the Metro Council to create the offices of Chief Operating Officer and to define the duties and responsibilities of the Chief Operating Officer; and

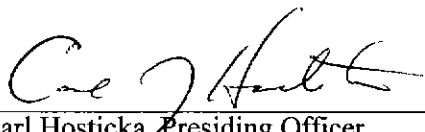
WHEREAS, the Executive Officer and the Presiding Officer created a Metro Transition Advisory Task Force consisting of 12 members for the purpose of advising the Executive Officer and Council on issues related to the transition to the new charter provisions adopted in November 2000; and

WHEREAS, Ordinance No. 02-942A creating the Office of Chief Operating Officer is currently under consideration and the Council desires to contract for services to recruit candidates for the Chief Operating Officer position; and

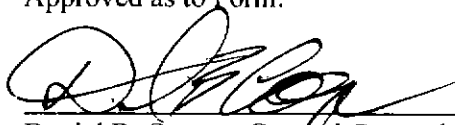
WHEREAS, the Presiding Officer has assigned to the Governmental Affairs Committee the lead responsibility for making recommendations regarding the transition to the new form of government, including but not limited to taking preliminary measures to find a pool of candidates qualified to fill the Chief Operating Officer position;

BE IT RESOLVED, that the Metro Council hereby authorizes the issuance of the Request for Proposal (RFP 02-1025-COU) attached as to form as Exhibit A for a personal services agreement for the recruitment of a Chief Operating Officer. The Metro Council further authorizes the Presiding Officer to execute a contract with the most responsive Proposer as recommended by the Chair of the Governmental Affairs Committee in consultation with the Committee in a form substantially similar to the contract contained in Exhibit A.

ADOPTED by the Metro Council this 27<sup>th</sup> day of June, 2002.

  
\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to Form:

  
\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**EXHIBIT A**  
**Resolution No. 02-3205**

**REQUEST FOR PROPOSAL**  
**RFP 02-1025-COU**  
**METRO Selection of a Chief Operating Officer**

Metro Human Resource Department, located at 600 NE Grand Avenue, Portland, Oregon 97232 is seeking a response to request for bids to enter into a contract with an Executive Search Firm to assist the Metro Council in the recruitment and selection of a Chief Operating Officer.

**BACKGROUND/HISTORY OF PROJECT:**

Metro is the only regional government in the United States with a home-rule charter and directly elected officials. Metro's directly elected regional government serves more than 1.3 million residents in Clackamas, Multnomah, and Washington counties and the cities in the Portland, Oregon, metropolitan area. Metro provides land-use and transportation planning services, oversees a regional solid waste disposal system and recycling waste reduction programs, operates regional parks and greenspaces and the Oregon Zoo. Metro also oversees the Metropolitan Recreation/Exposition Commission (MERC) which manages the Oregon Convention Center (OCC), the Expo Center, and the Portland Center for the Performing Arts (PCPA).

Metro employs over 500 full-time and part-time regular employees. Metro also employs a significant number of seasonal and/or temporary employees. MERC also employs over 500 full-time and part-time regular employees. Bargaining unit employees comprise approximately 50% of the workforce of Metro and MERC. Metro and MERC currently have 7 bargaining unions.

In 2000, voters approved revisions to Metro's Charter that will lead to the abolition of the Office of the Executive Officer and the selection of a regionally elected Council President and creation of a Chief Operating Officer position. These revisions will result in organizational changes for the Office of the Executive Officer and the Office of the Council. Consistent with the approved revisions to the Metro Charter the Chief Operating Officer will be a newly created position effective January 6, 2003. The Council President, (to be elected in November 2002) shall appoint the Chief Operating Officer subject to confirmation by the Council.

The Office of the Executive Officer and the Office of the Council have been working jointly with an advisory task force and two human resource planning consultants to define the goals and objectives of any organizational changes, a general organizational structure, and a general transition plan. The information and recommendations developed and provided to Metro Council by the task force and consultants will be available to the firm selected as a result of this RFP.

**SCOPE OF WORK:**

The Executive Search Firm ("Proposer" and/or "Consultant") selected to assist Metro Council in filling the Chief Operating Officer position will be expected to perform the following tasks and activities as part of this contract:

- Facilitate discussions with Metro Council and others to articulate the desired qualifications and credentials for the Chief Operating Officer and reach consensus on the timing, scope of the recruitment, and compensation package.
- Prepare, coordinate and conduct an effective and formal recruitment plan, including budget and timeline.
- Prepare and post position announcements and advertisements in various local, state, regional, and national publications.
- Review résumés, conduct initial screening and background checks of candidates.
- Refer an agreed upon number of qualified candidates for further consideration.
- Develop and propose an interview and selection process for Metro Council to apply.
- Manage any and all administrative tasks.
- Coordinate the services with the designated Councilor responsible for the search.
- Perform other related activities or tasks as assigned.

### **IMPLEMENTATION:**

The Consultant shall have primary responsibility for developing, coordinating and implementing all aspects of a recruitment and selection process. The Consultant will work in collaboration with the Councilor appointed to lead this effort and individuals, committees, and/or task forces appointed to assist with this effort.

All written materials prepared by the Consultant for approval by Council appointed designees for the recruitment and selection of a Chief Operating Officer shall be pre-approved by the Councilor who has been designated to lead this process.

### **BUDGET AND TIME LINE:**

The Consultant shall be responsible for ensuring that expenses remain within the agreed upon budget, all amendments to the budget will be pre-approved consistent with Metro Council contracting practice.

### **PROPOSAL CONTENT:**

- The proposal shall be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.
- Prospective Consultants shall submit a letter of interest and documentation which includes the following:

A proposed work plan, including scheduled and proposed methods, based on the Scope of Work. The work plan must be detailed and specific. The work plan may exceed the Scope of Work provided an explanation is included.

#### **A. Statement of Qualifications:**

- Statement of corporate capabilities and experience in working with public sector employers, including unionized workforces;

- Description of similar work conducted for clients and a list of references for whom the Consultant has preformed such services. Reference must include the service conducted and the name(s) of personnel responsible for performing the work;
- Identify specific personnel you intend to assign to major project tasks, their roles in relation to the work required, percent of their time on the project, and specific qualifications they may bring to the project. Include resumes of individuals proposed for this contract. Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as a project manager to work with Metro. The Consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the Consultant effort.
- Qualifications of any other staff who will be assigned to the project.

**B. Proposed Budget providing the following detail:**

- A delineation of personnel by level (principal, professional, administrative, etc.), the hourly rate for each person-days assessed to the project;
- A breakdown of costs for each task enumerated under the "Scope of Work" section of this proposal;
- A delineation of material and other direct and indirect costs;
- A breakdown of cost of subconsultant fees (if any);
- Administrative support, overhead, fees and profit, and
- Reimbursable expenses associated with this project.

**GENERAL PROPOSAL/CONTRACT CONDITIONS:**

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as a result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedure: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of the Metro Human Resource Director before reimbursement of services can occur. Consultant's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Consultant within thirty (30) days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contracted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals;

the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

- E. **Information Release:** All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release Metro from all claims arising from such activity.

### **SELECTION PROCESS & CRITERIA:**

Proposals should be submitted in a sealed envelope and will not be accepted after 5 p.m. (PDT) on Monday, August 1, 2002. A selection committee headed by a designated Councilor will review all proposals.

The selection criteria will include:

1. **Experience:** The background, history, experience and record of success of the Consultant including the qualifications of the Consultant's project staff providing this level of executive search for other public sector organizations. (50%)
2. **Specificity:** The degree of specificity in the Consultant's proposed work plan and the degree of responsiveness to the scope of work. (25%)
3. **Cost:** The proposed costs for performing the services requested. (25%)

### **PROPOSAL SUBMISSION DEADLINE**

Five (5) copies of the proposal must be received at the Metro Human Resource Department at 600 N. E. Grand, Portland, Oregon 97232, Attention: Lilly Aguilar, Human Resource Director, by 5:00 p.m. on August 1, 2002.

### **NOTICE TO ALL PROPOSERS - STANDARD AGREEMENT**

The attached personal service agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Failure to respond will be interpreted as acceptance of the standard terms and conditions for a contract and subsequent changes will not be considered.

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Contract No. \_\_\_\_\_

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_ referred to herein as "Contractor," located at \_\_\_\_\_

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
  
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
  
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$ \_\_\_\_\_).
  
4. **Insurance.**
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of \$1,000,000 per occurrence.

- b. **Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.** Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
  - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
  - d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
  - e. Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.
5. **Indemnification.** Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
  6. **Maintenance of Records.** Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.
  7. **Ownership of Documents.** All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.
14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred



prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

- 15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.
- 16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By _____	By _____
Title _____	Title _____
Date _____	Date _____

Exhibit A  
Scope of Work  
To Personal Services Agreement

Executive Search Firm

The Executive Search Firm (“Contractor” and/or “Consultant”) will assist Metro Council in filling the Chief Operating Officer position and will be expected to perform the following tasks and activities as part of this Agreement:

- Facilitate discussions with Metro Council and others to articulate the desired qualifications and credentials for the Chief Operating Officer and reach consensus on the timing, scope of the recruitment, and compensation package.
- Prepare, coordinate and conduct an effective and formal recruitment plan, including budget and timeline.
- Prepare and post position announcements and advertisements in various local, state, regional, and national publications.
- Review résumés, conduct initial screening and background checks of candidates.
- Refer an agreed upon number of qualified candidates for further consideration.
- Develop and propose an interview and selection process for Metro Council to apply.
- Manage any and all administrative tasks.
- Coordinate the services with the designated Councilor responsible for the search.
- Perform other related activities or tasks as assigned.

**IMPLEMENTATION:**

The Consultant shall have primary responsibility for developing, coordinating and implementing all aspects of a recruitment and selection process. The Consultant will work in collaboration with the Councilor appointed to lead this effort and individuals, committees, and/or task forces appointed to assist with this effort.

All written materials prepared by the Consultant for approval by Council appointed designees for the recruitment and selection of a Chief Operating Officer shall be pre-approved by the Councilor who has been designated to lead this process.

**BUDGET AND TIME LINE:**

The Consultant shall be responsible for ensuring that expenses remain within the agreed upon budget, all amendments to the budget will be pre-approved consistent with Metro Council contracting practice.

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## GOVERNMENTAL AFFAIRS COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 02-942A, FOR THE PURPOSE OF ADDING A NEW CHAPTER TO THE METRO CODE CREATING THE OFFICE OF CHIEF OPERATING OFFICER

CONSIDERATION OF ORDINANCE NO. 02-953A, FOR THE PURPOSE OF AMENDING CHAPTER 2.08 OF THE METRO CODE TO CREATE THE OFFICE OF METRO ATTORNEY

CONSIDERATION OF ORDINANCE NO. 02-954A, FOR THE PURPOSE OF AMENDING CHAPTER 2.01 OF THE METRO CODE TO REFLECT THE CREATION OF THE OFFICE OF METRO COUNCIL PRESIDENT

CONSIDERATION OF ORDINANCE NO. 01-955A, FOR THE PURPOSE OF AMENDING CHAPTER 2.19 OF THE METRO CODE TO CONFORM TO THE CHARTER AMENDMENTS ADOPTED ON NOVEMBER 7, 2002

CONSIDERATION OF RESOLUTION NO. 02-3205A, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR A PERSONAL SERVICES CONTRACT FOR THE RECRUITMENT OF A CHIEF OPERATING OFFICER AS SET FORTH IN METRO CODE CHAPTER 2.20

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Date: June 26, 2002

Presented by: Governmental Affairs Committee

**Committee Recommendation:** At its June 26 meeting, the committee considered Ordinances 02-942A, 02-953A, 02-954A, 02-955A and Resolution 02-3205A and voted unanimously to send the ordinances and resolution, as amended, to the Council for adoption. Voting in favor: Councilors Burkholder and Monroe and Chair Bragdon.

### **Background:**

The Metro Charter amendments approved by the voters at the 2000 general election created the offices of Council President and Metro Attorney and abolished the office of Executive Officer. The amendments further require that the Council establish the Office of Chief Operating Officer (COO) and describe the duties and functions of the office prior to the January 6, 2003 effective date of the charter amendments. The Presiding Officer and Executive Officer established a transition advisory task force (TATF) to make recommendations concerning the implementation of the charter amendments. Four ordinances were drafted to address the requirements of the charter amendments and the recommendations of the TATF. In addition, a separate resolution was drafted to authorize the release of an RFP to obtain the assistance of an executive search firm related to the initial hiring of a COO.

The four ordinances and one resolution are being brought forward from the Governmental Affairs Committee as the initial package of Metro Code and other changes that will need to be addressed as part of the transition process. It is anticipated that additional ordinances will be drafted that address how the transition will effect Metro Code provisions related to contracting and purchasing, elections, the role of COO related to growth management and functional planning and an omnibus ordinance that make technical and grammatical changes related to the creation and abolition of certain offices.

This committee report outlines the committee's review of this initial package of proposed transition-related legislation.

**Committee Discussion:**

The Governmental Affairs Committee considered various drafts of the proposed ordinances and resolution over a period of five meetings from April 25 through June 26. The committee's review resulted in numerous amendments to the original drafts. The following committee discussion summarizes these amendments and the current language of the ordinances and resolution as they were passed out of committee.

**ORDINANCE 02-942A**

The following specific provisions are included in the proposed ordinance.

**Chapter 2.20.010.** Establishes the office of Chief Operating Officer pursuant to Section 26 of the Metro Charter.

**Chapter 2.20.020.** Establishes procedures related to the appointment and removal of the Chief Operating Officer. As per the charter, the appointment of the COO would be made by the Council President subject to confirmation by the Council. The Council President would be "involve" the Council in the hiring process. The COO would be required to live within the Metro boundary during his or her tenure in office. The COO would serve at the pleasure of the Council and could be removed by the Council President with the concurrence of the Council.

**Chapter 2.20.030.** Sets forth the general powers and duties of the Chief Operating Officer. These would include:

- 1) Appoint, supervise, discipline or remove all officers and employees of Metro
- 2) Prepare the annual budget of behalf of the Council President and under the direction of the Council
- 3) Prepare and submit an annual report on the finances and administrative activities of Metro and the end of each fiscal year
- 4) Advise the Council on the financial condition and future needs of Metro
- 5) Make organizational and staffing adjustments with the approval of the Council
- 6) Devote full time to the discharge of all official duties
- 7) Perform such other duties as required by the Council

It is anticipated that the powers and duties related to areas such as contracting and personnel will be outlined in additional ordinances that specifically address the relevant chapters of the Metro Code.

**Chapter 2.20.040** Sets forth the relationship between the COO and the Council related to the appointment, removal and management of staff. The section provides that the Council or its members may not direct or request the hiring or firing of a specific person. It also permits Councilor involvement in the assignment and performance review of Council staff.

**Chapter 2.20.050** Gives the COO the authority to enter into contracts or make purchases in the event of a public emergency and requires a prompt accounting of such actions to the Council.

**Chapter 2.20.060** Provides that the Council shall contractually fix the compensation for the COO.

**Chapter 2.20.070** Provides that any vacancy in the Office of the Chief Operating Officer must be filled with all due speed and that the Council President may appoint an acting COO subject to confirmation by the Council.

**Committee Amendments.** Committee amendments to the original proposed ordinance addressed the following areas:

\*Clarification that the Council confirmation of the COO and Council concurrence in the removal of the COO would be by resolution.

\*Providing that the Council President will “involve” the Council in the COO hiring process, while leaving it to the Council President, the full Council, and individual councilors to define the level of involvement that would occur. The Council’s power of confirmation is its ultimate involvement.

\*Deleting several of the proposed duties of the COO that were derived from a model ordinance related to the establishment of a city manager’s position. The deleted provisions included:

--Recommendations related to employee pay scales. The committee assumed that the role of the COO related to Metro’s personnel system will be outlined in greater detail in a soon to be drafted ordinance dealing with transition-related changes in Metro’s personnel code.

--Recommendations related to health, safety and welfare and improvements in administrative services.

--Direct and supervise the administration of all departments, offices and agencies of Metro

--Attend all meetings of the Metro Council

--Supervision of the purchasing system.. The committee assumed that the role of the COO related to Metro’s purchasing system will be outlined in greater detail in a soon to be drafted ordinance dealing with transition-related changes in Metro’s purchasing and contracting code.

--Authorization to conduct real property transactions.

--Work with the Metro Attorney to ensure enforcement of all laws and ordinances.

--Investigate the affairs of Metro or any Metro department or division.

- Eliminated the bonding requirement for the COO, based on advice from legal counsel that Metro’s existing insurance policies address the same concerns that would be addressed by bonding the COO

The committee concluded that deleted provisions were either unnecessary, potential subjects to be addressed in the employment contract of the COO, or will be addressed in future legislation.

## ORDINANCE 02-953A

The proposed ordinance uses the existing Metro Code Chapter 2.08 as the basis for creating the Office of Metro Attorney. The duties, functions and record keeping activities of the new Metro Attorney's office are identical to those of the current Office of General Counsel. The attorney-client relationship provisions of the existing Code also are retained. New provisions added to Chapter 2.08 include:

- 1) Specific reference to the creation of the Office of Metro Attorney under the provisions of Section 26(2) of the amended Metro Charter.
- 2) Provisions for the appointment and removal of the Metro Attorney by the Council President subject to confirmation or concurrence by resolution adopted by the full Council.
- 3) Provisions for filling a vacancy in the office of Metro Attorney including the appointment of an acting Metro Attorney.
- 4) Establishment of general job qualifications including state bar membership and residence within the boundaries of Metro.
- 5) Placing in the Code the historic authority of the General Counsel to waive potential conflicts of interest of outside legal counsel hired by Metro.

Technical changes to the chapter include the removal of references to the Executive Officer and the addition of references to the new Chief Operating Officer where appropriate.

**Committee Amendments.** The committee made few changes to the original proposed draft. The changes approved by the committee included: 1) making the language related the Council President's involvement of the Council in the hiring of the Metro Attorney identical to that for the hiring of the COO, 2) requiring that Council confirmation or concurrence in the hiring or removal of the Metro Attorney be by resolution, and 3) streamlining the process for the preparation of written opinions by the Office of Metro Attorney to reflect actual current practice.

## ORDINANCE 02-954A

The proposed ordinance uses the existing Metro Code Chapter 2.01 as the basis for implementing the charter amendment related to the Office of Council President. The ordinance recognizes the creation of Office of Council President under the provisions of the amended Metro Charter and that the charter also prescribes the general powers and duties of the office. The ordinance also would eliminate code references to the Council Presiding Officer and replaces them with the new Office of Council President. In addition, the ordinance gives the Council discretionary authority to adopt a resolution establishing committees and gives the Council President the authority to appoint committee members and chairs subject to confirmation by the full Council.

The former deputy presiding officer position would be identified as the Deputy. The Deputy would be a councilor elected by a majority of the full Council at the first Council meeting of each calendar year. The ordinance also specifies that the provisions of Metro Code Chapter 9.01 would govern the selection of a new Council President in the event of a vacancy in that office. Because the Office of the Council President will be a regionally elected office, the current code provision which permitted the removal of the presiding officer by an affirmative vote of two-thirds of the Council would be repealed.

**Committee Amendments.** Committee discussion of this ordinance focused on three main areas: 1) vacancies, absences, and incapacitation affecting the office of the Council President, 2) whether the deputy, when serving as the Acting Council President due to a vacancy in the Office of Council President

would receive the Council President's salary, and 3) the role of the Council President in submitting the annual agency budget.

The committee addressed the issue of a temporary absence or incapacity of the Council President by providing that the Deputy would temporarily serve as the Council President. In the event of a vacancy in the Office of Council President, the Deputy would serve as the Acting Council President until a new Council President is elected or appointed under the provisions of Metro Code Chapter 9.01. In the event of the absence or incapacity of both the Council President and the Deputy, the Council President could designate a Councilor to act as the Temporary Council President. The committee amended the ordinance to clarify that the Deputy, when serving as the Acting Council President, would not receive the Council President's salary. The Council President also would be designated as the district budget officer and be required to submit the annual budget to the full Council.

#### **ORDINANCE 02-955A**

The proposed ordinance addresses the need to make technical changes in the appointment authority and administration of the advisory committees subject to the provisions of Metro Code Chapter 2.19. The ordinance would transfer most committee appointment authority from the abolished position of Executive Officer to the newly created Council President position. Other various administrative functions related to the operation of the committees would be transferred from the Executive Officer to the new Chief Operating Officer. The Council President would be responsible for the administration of the committee membership recruitment process. In addition, the ordinance provides that the MPAC, JPACT, and MCCI would report directly to the Council and the Council President.

**Committee Amendments.** The committee amendments were technical in nature, correcting grammatical and spelling errors and inadvertent omissions, such as adding the Metro Committee for Citizen Involvement to the list of committees in the definitions section of the ordinance.

#### **RESOLUTION 02-3205A**

Due to the importance of the newly created COO position, the Council has determined that it will be useful to contract with an outside firm to assist in the recruitment process to provide the highest quality applicant pool for the selection of the initial COO. Funds were authorized in the FY 02-03 budget for this purpose. The proposed resolution would authorize the release of a Request for Proposals to solicit and executive search firm to provide recruitment assistance.

The scope of work for the contract envisions that the vendor would assist in identifying desired qualifications, the timing and scope of the recruitment and the compensation package. The vendor also would prepare a recruitment plan and arrange for the placement of recruitment ads in various publications. The selected firm also would review resumes, conduct initial screening and perform background checks on prospective candidates.

**Committee Amendments.** The process for hiring the initial COO will be administered by the Council Office. Therefore, the committee concluded that it is more appropriate for the Council Presiding Officer to execute the contract with the successful vendor as recommended by the Chair of the Governmental Affairs Committee, in consultation with the committee. Language to reflect this process was added to the "Be it Resolved" provisions of the proposed resolution.

## **STAFF REPORT**

CONSIDERATION OF RESOLUTION NO. 02-3205, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR A PERSONAL SERVICES CONTRACT FOR THE RECRUITMENT OF A CHIEF OPERATING OFFICER AS SET FORTH IN METRO CODE CHAPTER 2.20

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Date: June 17, 2002

Presented by: Council Governmental Affairs Committee

### **Background**

The Metro Charter amendments adopted by the voters in November 2000 require that the Council establish the office of Chief Operating Officer and outline the duties and responsibilities of that office. The Council is currently considered Ordinance 02-942 for that purpose.

### **Analysis/Information**

**Legal Background.** The Metro Charter amendments adopted in 2000 and proposed Ordinance 02-942 will establish the Chief Operating Officer as a key managerial position within the administration of Metro.

**Anticipated Effect.** Due to the importance of the position, the Council has determined that it will be useful to contract with an outside firm to assist in the recruitment process to provide the highest quality applicant pool for the selection of the initial Chief Operating Officer. The proposed resolution would authorize the release of a Request for Proposals to solicit and executive search firm to provide recruitment assistance.

The scope of work for the contract envisions that the vendor would assist the Council in identifying desired qualifications, the timing and scope of the recruitment and the compensation package. The vendor also would prepare a recruitment plan and arrange for the placement of recruitment ads in various publications. The selected firm also would review resumes, conduct initial screening and perform background checks on prospective candidates.

**Known Opposition.** None

**Budget Impact.** The FY 02-03 Council budget includes \$70,000 for various transition and recruitment-related activities.

**Recommended Action.** Council adoption of the proposed ordinance.