

## MEMORANDUM

TO: Mayor and City Council

FROM: Richard Meyers, City Manager

SUBJECT: CITY MANAGER RECRUITMENT/INTERIM MANAGER  
DISCUSSION AND CONSIDERATION

DATE: September 20, 2023

### Background

Greg Prothman from GMP Consultants will virtually join the meeting to discuss the interim manager position with the City Council and consider the appointment of an interim manager.


Additional updates about the Community Forum on September 28<sup>th</sup> may also be provided.

### Recommendation

That the Council consider appointing the interim manager.

### Cost

No Cost

  
Richard Meyers, City Manager

# Proposal for Services - David Clyne, ICMA-CM Retired

## City Manager Pro Tem - City of Cottage Grove

### Introduction and summary proposal

I am writing this proposal in response to the City of Cottage Grove's need for short-term City Management Pro Tem services while the City finalizes its selection and seating of a regular City Manager. Greg Prothman of GMP Consultants contacted me with respect to my interest in assisting the City during its search for a replacement for your retiring City Manager, Richard Meyers.

While my availability is a bit limited, I would be happy to serve through the end of the calendar year, after which time I am booked on an international trip that will consume much of January and February in Costa Rica. That would at least provide the City adequate time to either complete its search or find an additional Interim City Manager at a leisurely pace.

### Summary of expertise

Having served in leadership roles over 40 years in governmental operations ranging in size from tens of employees to approaching 1,000 employees, I am well-experienced in meeting the short-term needs of the City Manager's office. Specifically, I have served in 11 cities (Oregon and Colorado) as municipal executive, one county as Budget Officer (Colorado) and general staff in a council of governments and league of cities (Arizona). Most recently, I successfully completed an interim posting in Gresham, Oregon (Population 115,000).

I also have served in a number of professional private capacities including being an attorney at law, real estate broker, real estate title examiner, and a land use consultant. Both my public and private work have developed in me a talent for collaboration, conflict resolution, creative problem solving and an engaged and active understanding of complex issues.

Finally, I welcome hard challenges and recognize that cities often pose some of the hardest ones given the universe of services they provide and the true democracy experienced at the local government level. The public may not know how to contact their Federal or State leadership, but they rarely are challenged finding local leadership. Managing in this environment requires strong and authentic customer service skills, something I also take pride in for the organizations I have served.

A copy of my resume is included for a more detailed summary of my experience and education.

## Scope of work

If selected, I will be serving under the Mayor and Council as your City Manager Pro Tem overseeing and/or coordinating City staff and the leadership team. This is a short duration placement to facilitate the completion and transition of the regular City Manager hiring.

## Compensation and Conditions

\$80.00 per hour plus expenses (normal expenses and housing). In deference to obligations that I have in my current place of residence and life, I am proposing a mix of in-person and virtual work (estimated at 60:40 respectively or three days in person and the balance on a virtual platform). This is similar to my approach most recently in Gresham, but presuming more time in person in Cottage Grove.

I would also need to flex my schedule somewhat which might result in less than full 40-hour work weeks from time to time (with a like savings to the City). I have several other commitments that require my availability and some committed time apart from the work I would be doing for the City; 1) I would continue in my role as an OCCMA/ICMA Senior Advisor, 2) I would continue in my role as a CASA in Polk County (only one case currently) and 3) I would also keep my contractual work with Portland State University Center for Public Service. None of which should be very time-consuming nor materially interfere with Cottage Grove matters as the priority focus of my time.

Submitted by: David Clyne

Date: 09/19/2023

## **DAVID CLYNE, ICMA-CM<sup>1</sup> - Retired**

195 Independence Way  
Independence, OR 97351  
(541) 905-3230 (cell)  
[davidclyne29@gmail.com](mailto:davidclyne29@gmail.com)

### **SUMMARY OF QUALIFICATIONS**

- ICMA Credentialed Manager and designated lifetime member of ICMA and OCCMA
- OCCMA/ICMA Senior Advisor
- 40 plus years public service
- 30 plus years City Management Experience, including three as Deputy City Manager
- Private sector experience includes operating my own small law practice and consulting services
- Masters in Public Administration
- Juris Doctor (law degree)
- Certified Mediator
- Board Member (past) – League of Oregon Cities
- 2x Board Member (past) – Oregon City/County Managers Association
- Licensed Attorney – Colorado (inactive)
- Licensed Water/Wastewater Operator – Colorado (expired)
- Licensed Real Estate Broker – Colorado (expired)
- Licensed Title Examiner – Colorado (expired)
- Numerous collective bargaining contracts
- Intermediate Spanish Language skill and continuing studies
- Accomplished negotiator, communicator, team player, mentor and lifelong student

### **SELECTED ACCOMPLISHMENTS**

- Successfully led Cities of Gresham, Newberg and Falls City through recruitments and seating of new City Managers
- Led City of Independence to All America City designation
- Led City of Independence renaissance resulting in 2018 LOC Award of Excellence
- Helping City lead in Internet of Things innovation economy in a number of ways
- Created successful diversity, equity and inclusion program in Independence to engage the 35% Latino community
- Developed improved relationship with Confederated Tribes of Grand Ronde
- Successfully recruited Oregon State Hospital together with \$30,000,000 intergovernmental agreement to develop related infrastructure resulting in over hundreds of new permanent jobs to the community (Junction City)
- Helped passage of general obligation measures in two Oregon communities (Independence and Brownsville)
- Founding member Oregon Small Cities Network
- Initiated Statewide scenic byway program (Colorado)
- Produced fiscally sound budgets in numerous communities

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<sup>1</sup> International City Management Association Credentialed Manager

- SUMMARY OF LOCAL GOVERNMENT EXPERIENCE

<b>CITY MANAGER PRO TEM</b> - Gresham	1/21 - 7/21
<b>CITY MANAGER PRO TEM</b> - Falls City	8/20 - 11/20
<b>CITY MANAGER PRO TEM</b> - Newberg	7/19 - 2/20
<b>CITY MANAGER</b> – Independence, OR	8/10 – 12/18 (retired)
<b>CITY ADMINISTRATOR</b> – Junction City, OR	8/06 – 8/10
<b>CITY ADMINISTRATOR</b> - Brownsville, Oregon	8/02 – 08/06
<b>TOWN ADMINISTRATOR</b> - Morrison, Colorado	9/99 – 2/02
<b>TOWN ADMINISTRATOR</b> - Buena Vista, CO	6/98 – 9/99
<b>DEPUTY CITY MANAGER</b> - Central City, CO	6/92 – 4/95
<b>TOWN MANAGER</b> - Nederland, CO	1/87 – 5/91
<b>TOWN ADMINISTRATOR</b> - Olathe, CO	6/84 – 11/85
<b>BUDGET DIRECTOR</b> – Arapahoe County, CO	11/80 – 6/84
<b>STAFF ASSISTANT:</b> League of Arizona Cities – Phoenix, AZ	7/78 – 8/80

SUMMARY OF OTHER PROFESSIONAL QUALIFICATIONS

<b>CERTIFIED MEDIATOR (OR)</b>	2014 - Present
<b>ATTORNEY AT LAW (CO)</b>	1991 - 2002
<b>REAL ESTATE BROKER/TITLE EXAMINER (CO)</b>	1996 - 1998
<b>V.I.S.T.A. VOLUNTEER (CA)</b>	1976 - 1977
<b>WAREHOUSE MANAGER/CLERK (CA)</b>	1968 - 1975

SUMMARY OF EDUCATIONAL QUALIFICATIONS

<b>JURIS DOCTOR</b> <i>University of Denver</i>	1991
<b>MASTER OF PUBLIC ADMINISTRATION</b> <i>California State University, Long Beach</i>	1980
<b>BACHELOR OF ARTS – Political Science</b> <i>University of California at Los Angeles</i>	1978
<b>GENERAL COLLEGE STUDIES</b> <i>Skyline Community College, San Bruno, CA</i>	1975

SELECTED RECENT COMMUNITY ENGAGEMENT EXPERIENCE

- Ella Curran Food Bank volunteer
- CASA volunteer
- Rotary Member
- Chamber of Commerce Board of Directors
- Lions Club Member
- Independence Downtown Association Member
- MINET Board of Directors
- Hop and Heritage Festival Board
- Latino RoundTable participant



9/20/2023

Cottage Grove City Council  
City of Cottage Grove  
400 E Main Street  
Cottage Grove, OR 97424

Dear Mayor & City Council:

Thank you for the opportunity to provide the City of Cottage Grove with an Interim City Manager. We are well positioned to provide this service as GMP Consultants have personally placed over 80 Interim managers/administrators/assistants since 1996.

Why do so many municipalities use GMP Consultants?

- ◆ The Northwest leader in providing qualified Interim Managers
- ◆ Cumulatively, our staff has over 180 years of service in local government, 65 years as successful city managers
- ◆ Our knowledge of excellent Interim City Manager candidates
- ◆ Serving as the point of contact during the interim City Manager tenure to ensure quality services

A GMP Interim City Manager would be a GMP employee but would report to and work under the direct supervision of the City Council. We handle all payroll and related personnel taxes and provide the City with a periodic invoice for services. The City is responsible only for those hours worked by the Interim City Manager, thus avoiding the added costs and inefficiencies of sick leave, vacation time and other traditional employee benefits. The Interim City Manager's hourly fee is competitive with the wages and benefits of cities of comparable size and complexity.

In preparation for finding an interim city manager we have contacted or reviewed the qualifications of 18 retired city managers or city managers in transition. We are very pleased to be able to offer Mr. David Clyne to serve as your interim city manager. David has most recently completed an interim city manager assignment for the City of Gresham OR (pop.115,000 and has also served as interim city manager for the cities of Falls City and Newburg. Prior, David brings 24 years of city management experience for communities in both Colorado and Oregon. David also serves as an ICMA Senior Advisor to city managers and administrators in Oregon as a trusted confidant.

I suggest the Council schedule a meeting with David to discuss the interim city manager position to ensure that he is a good fit and that he has a good understanding of Council's goals for the interim position while we continue the Council in the search for a permanent city manager.

Once both the Council and David feel this will be a good fit, we will work with Council to schedule a starting date and continue to serve as a one call point of contact to ensure that the selected candidate continues to

meet the Council's performance expectations. Also attached for the Council's review is a proposed contract for retaining a GMP Interim City Manager.

If you have any questions or would like more information, please don't hesitate to call.

Sincerely,

Greg Prothman  
President

A handwritten signature in blue ink that reads "Greg Prothman". The signature is written in a cursive style with a large, stylized "G" and "P".



September 20, 2023

Cottage Grove City Council  
City of Cottage Grove  
400 E Main Street  
Cottage Grove, OR 97424

Dear Mayor & City Council:

Thank you for the opportunity to provide an Interim City Manager for the City of Cottage Grove. Below is GMP Consultants ("GMP") agreement for providing consulting services.

**Term.** The term of this Agreement is ongoing, provided the City may terminate this agreement at any time.

**GMP Interim City Manager.** GMP shall assign a GMP Company employee, to serve in an independent contractor role as an Interim City Manager to the City. The Interim City Manager shall perform such scope of work as assigned by the City. The City shall have the right to direct GMP to replace the Interim City Manager at any time. For the purposes of coordination and performance the Interim City Manager shall report to the City Council.

**Employer Duties of the GMP Company.** GMP shall provide a GMP employee qualified to act as the Interim City Manager during the term of the contract. GMP represents that the Interim City Manager has the requisite skills and talents to perform the duties as assigned.

GMP shall (1) pay all wages and other remuneration to its employee who is provided as the Interim City Manager under this Agreement, (2) prepare and file all payroll tax returns and reports, (3) pay all amounts due and owing pursuant to the payroll tax returns and reports (5) prepare, file, and furnish to the employee applicable GMP employee tax forms, and (6) prepare and file, with a copy to City, applicable employer tax forms.

**Duties of City.** When applicable, the City shall provide a work place for the Interim City Manager, maintain the work place in accordance with applicable health and working standards, notify the GMP immediately of all employee injuries and provide reimbursement to the Interim City Manager for costs incurred as a result of performing City business such as mileage, travel expenses and other similar costs at the normal City rates and in accordance with City's cost reimbursement policies applicable to City employees. The Interim City Manager shall be reimbursed for work-related travel expenses at the IRS mileage rate.

**Fees & Expenses.** The hourly rate for the Interim City Manager assigned under this Agreement is \$110.00 for each hour worked by the Interim City Manager. GMP will submit invoices to the City every two weeks, and payment is due within thirty (30) days of receipt. The City is also responsible for any client-required licenses, fees or taxes. The City will reimburse the Interim City Manager Director for any temporary housing or other related expenses directly.

**Finder's Fee.** If City chooses to hire the Interim City Manager as a regular Agency employee, City agrees to pay the GMP Company the percentage of the starting annual salary based upon the length of the assignment with City as represented below:

0 to 12 months - 15%

After 13 months - 10%

**Indemnification.** GMP shall indemnify, defend, and hold harmless City from any and all claims arising out of or related to required payroll deductions and withholdings, legally required workers' compensation insurance, and other employee benefits. Specifically, and without limitation, GMP shall indemnify, defend and hold City harmless from and against any claim by the Interim City Manager (or other GMP employee) for Agency vacation, sick leave, health, retirement or other Agency benefits resulting from Interim City Manager's performance of work under this Agreement. City releases and agrees to indemnify, defend, and hold harmless GMP, the employees of GMP, and personnel, directors, and officers of GMP from any and claims arising out of or related to the Work performed by the Interim City Manager (or other GMP employee) within the scope of this Agreement. GMP releases and agrees to indemnify, defend, and hold harmless City, its officers, employees and Interim City Managers, from any and claims arising out of or related to the acts or omissions of the Interim City Manager or other GMP employee that are outside of or unrelated to the work under this Agreement. If City is notified or becomes aware of any alleged improper or illegal activities by the GMP employee, City shall notify GMP immediately. This indemnification provision shall not preclude a claim by or coverage for the City under a Professional Errors and Omissions Insurance Policy.

**Insurance.** GMP shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at GMP's expense, the following policies of insurance with companies authorized to do business in the State of Washington.

1. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
2. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate.

**Independent Contractor.** GMP is an independent contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by GMP, including the Interim City Manager, shall not acquire any rights, benefits or status regarding the City.

Accepted by:

**City of Cottage Grove**

**GMP Consultants**

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Candace Solesbee                      date  
Mayor

\_\_\_\_\_  
Greg Prothman                      9/20/23  
President                                      date