

**PORT OF NEWPORT COMMISSION WORK SESSION AGENDA**

Tuesday, September 26, 2017, 12:00 noon  
South Beach Activities Room  
2120 SE Marine Science Drive, Newport, OR 97365

- I. Call to Order
- II. Permanent General Manger Recruitment..... p 3
  - A. Approve Job Description
  - B. Name a Salary & Benefit Range
  - C. Resolution for Process
- III. Financial Consultant ..... p 23
  - A. Services for Backward-Looking Issues
  - B. Services for Forward-Looking Issues
- IV. Permanent Director of Finance Replacement ..... p 47
  - A. Approve Job Description
  - B. Name a Salary & Benefit Range
  - C. Identify Process for Hiring
- V. Public Comment
- VI. Adjournment

Regular meetings are scheduled for the fourth Tuesday of every month at 6:00 p.m.

The Port of Newport South Beach Marina and RV Park Activity Room is accessible to people with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Newport Administration Office at 541-265-7758.

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# Port of Newport “Revised” Job Announcement

## GENERAL MANAGER

The Port of Newport is seeking an extraordinary individual to lead this dynamic port on the central Oregon coast. This executive level position must be dedicated to: innovative and strong leadership; supporting the commercial and sport fishing fleets; integrating shipping into operations at the International Terminal; and providing quality service to lease holders, moorage holders and the public. A sound financial background and positive engagement at all levels of government, harmonizing skills, and an ability to create political consensus are vital attributes of the General Manager.

Newport is Oregon’s busiest commercial and recreational fishing port and the Port of Newport provides moorage and services to both fleets. The Port of Newport is poised to integrate shipping into its busy operations at the newly renovated International Terminal. The Port holds leases with the National Oceanic and Atmospheric Administration’s Marine Operations Center-Pacific, the Oregon State University Hatfield Marine Science Center, Rogue Brewery World Headquarters, the Oregon Coast Aquarium, among others, and operates an RV Park.

### About the Position

The General Manager serves under the direction of an elected five-member Board of Commissioners. The GM is responsible for the overall administration of the Port’s fiscal and personnel management (\$11.5m annual budget, 22 employees), development and maintenance of all Port facilities and properties, and other tasks as assigned by the Port Commission.

### Qualifications for the Position

A Bachelor's degree in business administration, management, public administration or a related field is required. Past experience should include personnel management, fiscal budget management and/or an equivalent combination of education and experience which demonstrates the knowledge, skills and abilities necessary to successfully perform the essential duties of the job. At least five years of demonstrated experience in leadership and management with experience in the public sector including working with a board of elected officials, preferably in port or similar operations, or a combination thereof. An established track record of organizational leadership and an ability to lead the modernization of workforce practices and internal data networks.

### Salary and Benefits

Commensurate with qualifications and experience, negotiable

**To be considered, visit: [portofnewport.com](http://portofnewport.com) for Job Description, Strategic Business Plan, Capital Facilities Plan, General Manager “Knowledge, Skills and Abilities” and more information about the Port of Newport. Submit a letter of introduction and resume postmarked by XX:**



## **PORT OF NEWPORT POSITION DESCRIPTION**

### **GENERAL MANAGER**

#### **Position Overview**

The General Manager for the Port of Newport is responsible for the overall administration of the Port's fiscal and personnel management, development and maintenance of all Port facilities and properties, and other tasks as assigned by the Port Commission. The General Manager serves at the will of, reports directly, and is accountable to the Port Commission.

#### **Summary of Essential Duties**

1. Responsible for leading the Port in its efforts to implement the goals and strategies outlined in its Strategic Business Plan, and to envision and accomplish sound business initiatives.
2. Updates and regularly reviews Port direction and departmental policies in consultation with the Port Commission.
3. Responsible for marketing and outreach programs and representing the Commission in relationships with customers, local, state and federal officials, and the community.
4. Implements and maintains positive relationships with community resources, other critical users of Yaquina Bay, nearby Ports, and the media.
5. Responsible for all appointments, disciplinary actions, terminations and other personnel management actions for Port employees, and supervises/coordinates the activities of independent contractors when engaged in Port business.
6. Coordinates the activities of all consultants to the Commission, including legal counsel, planners, auditors, architects and engineers.
7. Provides the Commission with current information regarding business trends, market conditions, and opportunities relevant to the Commission's short and long-term goals.
8. Responsible for preparation, submission and adherence to the Port's annual operating budget and capital improvement planning in strict compliance with applicable Oregon budget law.
9. Provides leadership, direction and training to Port staff, always seeking to improve the overall efficiency, effectiveness and public perception of Port operations and personnel, and constantly striving to maximize staff's potential as individuals and as a team.
10. Supervises and coordinates negotiation of rental/lease agreements, collective bargaining agreements, and other related business transactions.
11. Responsible for the regular inspection and timely maintenance of all Port facilities, compliance with all applicable laws and regulations, and the securing of all permits from regulatory agencies necessary to conduct Port business.

12. Oversees the scheduling of all Commission meetings following the guidelines of Oregon Public Meeting Laws. Attends all meetings unless excused by the Commission.
13. Assists the Commission in developing and maintaining communication with the Commission's constituency.
14. Leads the Port's workforce, and the efforts to continually improve internal processes and Service delivery to customers
15. Performs other duties and responsibilities as assigned by the Commission.

### **Working Conditions**

Primarily in an office setting with some travel. Requires weekend and evening work, often with intensive interaction with other individuals and groups. Extended hours of work may be required without additional compensation.

### **Contact with Others**

Considerable contact with persons from within and outside the Port offices, including public speaking and communicating with federal/state/local officials, clients, tenants, contractors, union representatives, consultants and the general public.

### **Preferred Experience, Training and Knowledge**

A Bachelor's degree in business administration, management, public administration or a related field. Experience should include personnel management, fiscal budget management and/or an equivalent combination of training, education and experience which demonstrates the knowledge, skills and abilities necessary to successfully perform the essential duties of the job.

A thorough knowledge of and/or the ability to continue to learn the practices of general port operations, economic development, personnel practices, public budget practices, property management, maritime commerce, operation of marine facilities and docks, federal and state grant applications, dredging and wetland management practices including local, state and federal environmental permitting processes are preferred. A working understanding of the Malcolm Baldrige Performance Excellence Criteria is highly desired, and should be able to focus on service delivery with a mind for customer service.

### **Skills and Abilities**

Proficiency in using information technology resources is desirable. Must be able to communicate effectively verbally and in writing; direct and supervise the work of others; maintain effective working relationships with Commissioners, staff, government representatives, the media, consultants, clients, union representatives and the general public; establish priorities; delegate job duties; accomplish goals and objectives; manage diversity; and act effectively as the General Manager of the Port. Ability to modernize workforce practices and implement process improvement methodologies.

### **Licenses**

Valid driver's license and must be insurable by the Port's insurance provider.

**Hourly Wage Steps  
Fiscal Year 2017-18**



**Steps**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>Yearly Range (nearest dollar)</b>	
<b>Maintenance</b>														
Maintenance III - T3								\$ 10.25	\$ 10.51	\$ 10.77	\$ 11.04	\$ 11.31	\$ 11.60	\$21,320 - \$24,128
Maintenance II - T3	\$ 11.85	\$ 12.15	\$ 12.45	\$ 12.76	\$ 13.08	\$ 13.41	\$ 13.74	\$ 14.09	\$ 14.44	\$ 14.80	\$ 15.17	\$ 15.55	\$24,648 - \$32,344	
Maintenance I - T3	\$ 15.94	\$ 16.34	\$ 16.74	\$ 17.16	\$ 17.59	\$ 18.03	\$ 18.48	\$ 18.94	\$ 19.42	\$ 19.90	\$ 20.40	\$ 20.91	\$33,155 - \$43,493	
Terminal Manager - T2	\$ 19.48	\$ 19.97	\$ 20.47	\$ 20.98	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.16	\$ 23.73	\$ 24.33	\$ 24.94	\$ 25.56	\$40,518 - \$53,165	
Harbor Master - T2														
Marina Manager - T2	\$ 19.48	\$ 19.97	\$ 20.47	\$ 20.98	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.16	\$ 23.73	\$ 24.33	\$ 24.94	\$ 25.56	\$40,518 - \$53,165	
MOC-P Manager - T2	\$ 23.21	\$ 23.79	\$ 24.39	\$ 24.99	\$ 25.62	\$ 26.26	\$ 26.92	\$ 27.59	\$ 28.28	\$ 28.99	\$ 29.71	\$ 30.45	\$48,277 - \$63,336	
<b>Administration</b>														
Accounting Specialist III - T3		\$ 10.25	\$ 10.51	\$ 10.77	\$ 11.04	\$ 11.31	\$ 11.60	\$ 11.89	\$ 12.18	\$ 12.49	\$ 12.80	\$ 13.12	\$21,320 - \$27,290	
Accounting Specialist II - T3	\$ 13.45	\$ 13.79	\$ 14.13	\$ 14.48	\$ 14.85	\$ 15.22	\$ 15.60	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65	\$27,976 - \$36,712	
Accounting Specialist I - T2	\$ 18.09	\$ 18.54	\$ 19.00	\$ 19.48	\$ 19.96	\$ 20.46	\$ 20.98	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.15	\$ 23.73	\$37,627 - \$49,358	
Administrative Assistant - T3	\$ 12.50	\$ 12.81	\$ 13.13	\$ 13.46	\$ 13.80	\$ 14.14	\$ 14.50	\$ 14.86	\$ 15.23	\$ 15.61	\$ 16.00	\$ 16.40	\$26,000 - \$34,112	
RV Park Manager - T2	\$ 13.45	\$ 13.79	\$ 14.13	\$ 14.48	\$ 14.85	\$ 15.22	\$ 15.60	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65	\$27,976 - \$36,712	
<b>Management</b>														
General Manager- T1	\$ 44.55	\$ 45.66	\$ 46.81	\$ 47.98	\$ 49.17	\$ 50.40	\$ 51.66	\$ 52.96	\$ 54.28	\$ 55.64	\$ 57.03	\$ 58.45	\$92,664 - \$121,576	
Finance Director - T1	\$ 33.65	\$ 34.50	\$ 35.36	\$ 36.24	\$ 37.15	\$ 38.08	\$ 39.03	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.16	\$69,992 - \$91,853	
Operations Director - T1	\$ 33.65	\$ 34.50	\$ 35.36	\$ 36.24	\$ 37.15	\$ 38.08	\$ 39.03	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.16	\$69,992 - \$91,853	







## GENERAL MANAGER'S REPORT

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**DATE:** September 20, 2017  
**RE:** Recruiting Services Options  
**TO:** Port of Newport Board of Commissioners  
**ISSUED BY:** Aaron Bretz – General Manager ProTem

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### **BACKGROUND**

The Port's bylaws require the Commission to fill the GM position within 6 months of vacancy. Kevin Greenwood resigned on 19 July, 2017, so the 6 month mark will be 19 January, 2018. I conferred with legal and with SDAO and it appears that there are no hard and fast consequences for continuing past the 6 month period. There are a number of special districts in the state that have continued well past the 6 month mark with pro tem executive directors. As we search for a new GM, because the senior management team has been reduced to one person, the best process for staff in searching for the permanent GM will be to hire an outside source to conduct the search and lead the selection process.

### **OPTIONS**

#### **SDAO**

See packet material for scope, etc.

Rate: \$50 per hour, not to exceed 80 hours (\$4,000) and expenses up to \$1,000

#### **BBSI (Local branch)**

See packet material for scope, references, etc.

Rate: 7% of first year salary

#### **Richard Stellner Human Resource Management Consultant**

See packet material for scope, etc.

Rate: estimated \$19,000 total

### **RECOMMENDATION**

I recommend that we choose to select SDAO to lead our process for permanent GM selection. They have a well-established history of working with ports in the region, and have helped the Port fill a number of positions. They also present the best value to the Port.



**Special Districts Association of Oregon  
Management Consulting Services Program**

**Port of Newport  
General Manager Selection Process**

**Draft  
September 2017**

1. Meet with Board and/or search committee to:
  - Update Job Description
  - Update position benefit package
  - Determine selection process
  - Develop process timeline
2. Develop position recruitment announcement.
3. Place recruitment announcement on SDAO web site and other free association web sites applicable to District.
4. Help District determine recruitment advertising methods, paid site and newspapers etc applicable for their District. (District Cost)
5. Receive letters of interest and resumes at SDAO Tigard office.
  - Collect
  - Review
  - Screen on minimums/education/experience/
  - Prepare for distribution to Board and/or Search Committee
6. Meet with Board/Search Committee to screen candidates and select semi-finalist
  - Conduct preliminary reference checks
  - Conduct phone interviews if required
  - Perform online public background check
7. Assist District with development of interview/evaluation process for semi-finalist.

Recommended Components:

  - Technical Interview Panel: 3 to 5 panelists
  - Community Based Interview Panel 3 to 5 panelists
  - Public Budgeting Component
  - Human Resource Component
  - Board of Directors, Initial Interview
8. Facilitate interview/evaluation process at site determined by District Board.
9. Assist Board with final interview and selection of new General Manager
  - Conduct back ground check as requested
  - Arrange site visits if required

- Perform necessary functions to help determine appropriate selection

10. Additional assistance is available for the following.

- Assistance with finalist contract negotiations
- Arrangement of medical/mental evaluation of finalist

**Special Districts Association of Oregon  
Consulting Services Agreement**

This agreement is entered into between the Special Districts Association of Oregon (SDAO) and Port of Newport.

SDAO agrees to provide facilitation and assistance with Executive Director/General Manager Recruitment and Hiring process as part of SDAO's Management Consulting Services program.

SDAO agrees to provide the consulting services at a rate of \$50.00 per hour not to exceed 80 hours (\$4,000.00) plus expenses not to exceed \$1000.00 without additional approval.

This agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017

Special Districts Association of Oregon

By: \_\_\_\_\_  
George Dunkel  
SDAO Consulting Services Administrator

Port of Newport

By: \_\_\_\_\_  
Board Chair/President



**From:** [Aaron Bretz](#)  
**To:** [Karen Hewitt](#)  
**Subject:** FW: GM search  
**Date:** Tuesday, September 19, 2017 4:46:56 PM

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Karen, this is another email to include in the WS Meeting Packet

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**From:** Randy Getman [mailto:[Randy.Getman@bbsihq.com](mailto:Randy.Getman@bbsihq.com)]  
**Sent:** Tuesday, September 19, 2017 10:00 AM  
**To:** Aaron Bretz <[abretz@portofnewport.com](mailto:abretz@portofnewport.com)>  
**Subject:** RE: GM search

Hi Aaron –

A few notable placements we've been involved in around the area:

2015 Oregon Coast Stem Hub Director  
2016 Lincoln City Chamber Director  
2017 FishPeople (Toledo) General Manager  
2017 Court Appointed Special Advocates – Executive Director

= Randy

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**From:** Aaron Bretz [<mailto:abretz@portofnewport.com>]  
**Sent:** Friday, September 15, 2017 10:04 AM  
**To:** Randy Getman  
**Subject:** RE: GM search

Thank you, Randy.. you had said that your firm recently filled a few public positions around Lincoln County. Can you tell me where those positions were so or give me a few references to ask about your work?

Aaron

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**From:** Randy Getman [<mailto:Randy.Getman@bbsihq.com>]  
**Sent:** Friday, September 15, 2017 9:33 AM  
**To:** Aaron Bretz <[abretz@portofnewport.com](mailto:abretz@portofnewport.com)>  
**Subject:** RE: GM search

Hi Aaron,

Yes, all of that ☺ And this is a good time of year for me to undertake such a mission. I look forward to working closely with the board. Feel free to contact me with any other questions.

= Randy

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**From:** Aaron Bretz [<mailto:abretz@portofnewport.com>]  
**Sent:** Friday, September 15, 2017 8:22 AM  
**To:** Randy Getman  
**Subject:** RE: GM search

Randy, as we inch along and get closer to what we would like out of a GM selection process, could you take a look at these items and let me know if your fees would cover these types of actions or if there would be additional cost?

- Review existing job description, policies, procedures, salaries and benefits.
- One on one calls with each Port Commissioner to learn the needs and desires the Commission has for the new manager.
- Onsite for a Commission work session (public meeting) to update the general manager job description as appropriate and finalize the recruitment process, scoring and schedule.
- Advertise the opening in local, regional and national media.
- Be point of contact for candidates, review and rank applications per standards adopted at Commission work session.
- Present top candidates to Port Commission, be onsite to facilitate Commission's selection of candidates for telephone interviews.
- Conduct telephone interviews with candidates selected, preferably with one or more Commissioners joining.
- Review results of telephone interviews onsite with full Commission, select finalists for in person interviews.
- Organize, schedule, coordinate logistics, and manage onsite in person interviews with full Commission, including possibly a second interview panel of community and/or staff panelists.
- Manage Commission panel interview candidate scoring, present results to Commission.
- Upon identification of a top candidate by the Commission, negotiate job offer details with candidate.
- Communicate with candidates who are not successful in the recruitment.

Aaron Bretz  
General Manager ProTem / Director of Operations  
Port of Newport  
600 SE Bay Blvd.  
Newport, OR 97365  
(541) 265-7758  
(541) 541-961-3904 cell

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**From:** Randy Getman [<mailto:Randy.Getman@bbsihq.com>]  
**Sent:** Monday, September 11, 2017 3:55 PM  
**To:** Aaron Bretz <[abretz@portofnewport.com](mailto:abretz@portofnewport.com)>  
**Subject:** GM search

Bret,

Thank you for your call today. Attached please find a summary of what we are prepared to



offer in terms of your search.  
Please feel free to contact me at any time to discuss further.

Best,

**Randy Getman**  
Area Manager

541-574-9892 Office  
503-887-9424 Cell  
541-574-9895 Fax  
[www.linkedin.com/pub/randy-getman/84/849/5b5/](http://www.linkedin.com/pub/randy-getman/84/849/5b5/)  
[www.barrettbusiness.com](http://www.barrettbusiness.com)

1610 North Coast Hwy  
Newport, OR 97365





Board of Commissioners – Port of Newport

600 SE Bay Blvd

Newport, OR 97365

9/11/2017

Thank you for reaching out to us as a potential partner in the search for a General Manager at the Port of Newport.

As a local company, and a stakeholder in the area's economic future, we would be eager to lead the effort in identifying an individual with the right education, aptitude, and accomplishments in a similar environment. We are keenly aware of all the things that make Newport unique, and the qualities that will enable someone to succeed in our business community.

Based on information provided by Aaron Bretz, we can offer the proposed terms:

- BBSI exclusive search, in-state / regional / nationwide for a duration to be determined by the Port of Newport.
- Screening based on qualifications required by the Port of Newport. Background and reference checks for finalists.
- Any participation, collaboration and coordination requested by the Port of Newport during the term of the search.

Fee for completed placement : Seven percent (7%) of first year salary.

We look forward to the opportunity to participate in this important process.

Sincerely,

*Randy Getman*

**Randy Getman**  
Area Manager

541-574-9892 Office  
503-887-9424 Cell  
541-574-9895 Fax

September 14, 2017

Richard Stellner  
Human Resource Management Consultant  
133 NW 18<sup>th</sup> Ave #6  
Portland, OR 97209  
Tel 503-998-4577  
[Rstellner1997@kellogg.northwestern.edu](mailto:Rstellner1997@kellogg.northwestern.edu)

Mr. Aaron Bretz  
Manager Pro Tem  
Port of Newport  
600 SE Bay Boulevard  
Newport, Oregon 97365

Dear Mr. Bretz,

Thank you for the opportunity to present this proposal to provide human resource consulting services to the Port of Newport. My 15+ years of general management, human resource and public organization experience, such as with the Port of St. Helens, will allow me meet and exceed the Port of Newport's general manager recruitment needs. My most recent recruitment project was a nationwide search for the Port of St. Helens' executive director earlier this year.

**Proposal:** As we discussed, my plan for recruiting a general manager will include:

- Review existing job description, policies, procedures, salaries and benefits to familiarize myself with the Port.
- One on one calls with each Port Commissioner to learn the needs and desires the Commission has for the new manager.
- Onsite (1) for a Commission work session (public meeting) to update the general manager job description as appropriate and finalize the recruitment process, scoring and schedule.
- Advertise the opening in local, regional and national media.
- Be point of contact for candidates, review and rank applications per standards adopted at Commission work session.
- Present top candidates to Port Commission, be onsite (2) to facilitate Commission's selection of candidates for telephone interviews.
- Conduct telephone interviews with candidates selected, preferably with one or more Commissioners joining.
- Review results of telephone interviews onsite (3) with full Commission, select finalists for in person interviews.
- Organize, schedule, coordinate logistics, and manage onsite (4) in person interviews with full Commission, including possibly a second interview panel of community and/or staff panelists.
- Manage Commission panel interview candidate scoring, present results to Commission.
- Upon identification of a top candidate by the Commission, negotiate job offer details with candidate.
- Communicate with candidates who are not successful in the recruitment.

Subsequent human resource projects, such as other recruiting, policy and procedure development, or any other HR management work, can be performed upon your request.

My rate is \$80 per hour, plus any reasonable expenses to be approved by you in advance. I anticipate most of this project work can be accomplished via telephone and email. When onsite meetings or work at Port of Newport or other locations are needed, I will bill a minimum of (4) hours, actual mileage at the current I.R.S. mileage rate, and travel time at rate of \$40 per hour, and reasonable expenses for meals/lodging as needed.

I estimate the cost of my work for the general manager recruitment project will be approximately \$16,000, expenses for travel to Newport (4 trips) and advertising to be approximately \$3,000, totaling approximately \$19,000. This does not include costs for candidate travel, public meet and greet candidate reception (if desired), or other recruitment expenses not listed above.

I am open to being hired on an employment contract; as a part time, non-benefited temporary employee; or as an independent contractor. If hired as an independent contractor, I will ask the Port of Newport to indemnify, defend and hold myself harmless for all services I provide. Services will be provided at the request of the Port of Newport Board and Manager Pro Tem. Billing, if independent contractor, will occur monthly with an invoice presented to Port of Newport on or after the first of the month for the previous month's services. Payment is to be made within 30 days.

This agreement can be modified in writing at any time with both parties' agreement, and can also be terminated at any time, without reason, by either party with notice in writing to the other party, with prompt payment for services and expenses already provided.

I appreciate your consideration of this proposal and welcome any comments you have. My resume is attached for your review, and I will be happy to provide references on request.

Sincerely,

*Richard Stellner*

Human Resource Management Consultant

Encl:                resume

# RICHARD C. STELLNER, MBA PHR

133 NW 18<sup>th</sup> Avenue #6 Portland, OR 97209  
(503) 998-4577 [rstellner1997@kellogg.northwestern.edu](mailto:rstellner1997@kellogg.northwestern.edu)

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## Human Resource Leader

Proven leadership experience in jumping into director level roles as well as building an HR department from scratch. Strengths include an unusually strong mix of human resource, recruitment, safety, union, and operations/P&L experiences in a wide range of organizations. Record of significant accomplishment in policy development, EEO/AA, OSHA, legal compliance, strategy, employee and labor relations. Excellent conflict resolution, communication, and people skills at all levels.

## EXPERIENCE

PORT OF ST. HELENS, Columbia City, OR 2008 – present

### **Human Resource Management Consultant**

Organizational development, HR strategy, executive level recruiting, safety, employee relations and compensation.

- Successfully defended Port in EEOC discrimination and termination case.
- Created and implemented new performance based compensation plan. Redesigned employee benefits.

CLATSKANIE RURAL FIRE PROTECTION DISTRICT, Clatskanie, OR 2015 - present

**Collective Bargaining Representative**, labor relations, job analysis, policy development, management recruiting

BOLY WELCH, contractor for PORTLAND GENERAL ELECTRIC (PGE), Portland, OR 2012 - present

**Independent Investigator** conducting EEOC, ethics and labor investigations; recommend employee relations strategies

HR ANSWERS, Tualatin, OR 2008 – 2016

FOOD FRONT GROCERY COOP

Interim **Human Resource Director**. Labor and employee relations.

GALENA BIOPHARMA, Portland, OR

**Human Resource Director**

COMMUNITY ACTION, Hillsboro, OR

Interim **Human Resource Director**. Perform all Director level duties for organization with 300 staff and over 30 head start school locations, manage HR department with staff of three.

- Successfully resolved multiple EEOC discrimination cases through mediation with favorable outcomes.

BOYS AND GIRLS AID SOCIETY, Portland, OR

Interim **Human Resource Director**. HR policy, investigations, employee relations, benefits, redesign EEO recruiting.

PROVIDENCE HEALTH, Portland, OR

**Compensation Analyst**

PORTLAND DEVELOPMENT COMMISSION, Portland, OR

Other HR consulting clients (independent contractor), 2008- present:

TAPHANGLES, Seattle, WA

Wrote employee manual, employee relations, EEOC training, and developed performance management system

REHRIG PACIFIC, Los Angeles, CA

EEO Affirmative Action inquiry response; develop EEO AA strategies to insure future ease of compliance

WESTERN ENERGY INSTITUTE, Portland, OR

Independent Investigator on behalf of Board of Directors

CLACKAMAS WOMEN'S SERVICES, Oregon City, OR

Employee relations and performance management training

CITY OF RAINIER, Rainier, OR

Negotiated police and other employment contracts

TRI-COUNTY METRO TRANSIT AUTHORITY (TriMet), Portland, OR 2006

**Assistant Manager, Field Operations**

Direct union staff in daily operations, customer service, and incident response. Responsible for employee and labor relations, performance management, staffing analysis, safety and governmental compliance, and media relations.

NORTHWEST AIRLINES 1997 - 2004

**Station Manager**, Portland, OR 2002 – 2004; Madison, WI 1998 – 2002; Sioux City, IA 1997 – 1998

Managed human resources, customer service and airport operations. Directed a unionized staff of 80, including 9 supervisors, and annual budget of \$7M (Portland). Other duties include directing staff in passenger and cargo handling, safety and governmental compliance, customer and media relations, P & L accountability, and finance.

**HUMAN RESOURCES**

- Performed and managed all Human Resource functions include recruiting, staff planning, employee and labor relations, compensation and benefits, auditing, training and training development, performance management, organizational development, succession planning, payroll, diversity initiatives.
- Successfully defended Workers' Compensation and small claims court litigation. Chaired joint Safety Committee.
- Conducted EEO investigations, took appropriate action, and successfully protected company from legal liability. Developed employee training programs with local law firm regarding company EEO policy and the law.
- "Labor Relations/Grievance Champ" HR business partner consulting and executive coaching to other station managers with improving employee relations. Negotiated settlements to formal grievances.
- "Safety and OJI Champ" HR business partner consulting and executive coaching to other station managers to reduce aircraft damages and Workers' Compensation claims.

**OPERATIONS / PROJECT MANAGEMENT**

- Exceeded performance goals and delivered budget surplus every year. One of the two best performing stations in US in 2001. Turned -12% budget deficit in 2002 to 8% budget surplus by year end 2003 (Portland).
- Developed and defended annual budget based on financial forecasting. "Budget Champ" Consultant and executive coach for other station managers with finance and budget issues.
- Negotiated and managed vendor contracts. Represented company interests in strategic and long term planning.
- Lead organizational change with smooth transition from union airline mechanics to vendor mechanics.

UNITED AIRLINES, Chicago, IL 1990-1996

**Service Director, International Customer Service Representative, International Sales Representative**

**EDUCATION AND CERTIFICATIONS**

J. L. KELLOGG GRADUATE SCHOOL OF MANAGEMENT, NORTHWESTERN UNIVERSITY, Evanston, IL

- **Master of Business Administration**
- **Majors in Marketing, Transportation, and Organizational Behavior**

NORTHWESTERN UNIVERSITY, Evanston, IL

- **Bachelor of Arts in Economics** (with honors)
- **Phi Beta Kappa honor society member, Dean's List.**
- Summer study abroad at **University of Singapore, Singapore**
- One year study abroad at **International Christian University, Tokyo, Japan**

SCHOOL OF LAW, UNIVERSITY OF WISCONSIN, Madison, WI

- **US Labor Law and Labor Relations Course** – Included contract negotiations and grievance arbitration

SOCIETY FOR HUMAN RESOURCE MANAGEMENT

- **Professional in Human Resources (PHR) Certification**

**VOLUNTEER EXPERIENCE**

MAZAMAS (Portland's 120 year old mountaineering organization), Portland, OR 2006 - present

**Mazama Foundation Board Member, AYM Committee Treasurer, Membership, Asst. Climbing Instructor**



## GENERAL MANAGER'S REPORT

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**DATE:** September 20, 2017  
**RE:** Financial Consulting and Services Options  
**TO:** Port of Newport Board of Commissioners  
**ISSUED BY:** Aaron Bretz – General Manager ProTem

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### **BACKGROUND**

Several Commissioners have expressed a desire to study the Port's finances to openly consider future development and direction. The intent of this work is to conduct an independent analysis to see if there are better ways of dividing our business activities and representing income and expenses so that we can make well informed decisions for the future. This would be a look at where we currently are, then a look ahead to determine where we want to go (forward looking). We are currently preparing for our annual audit; as the commission considers options on a financial assessment, it's advisable to recognize that we have an auditor on contract so her efforts might be a partial option to view the desired financial picture currently and in the past (backward looking).

Goal #4 from the Commission Goal Setting Work Session in November of 2016 was:

#### **Financial Strength**

This includes better defining of profit centers, reviewing contracted services for best value, determining how much the Port is making/losing in a given area, and identifying strengths and liabilities.

This goal was not completely met, and this consultant work is to complete this goal.

### **OTHER OPTIONS**

#### **CFO SELECTIONS**

See meeting packet material

Rate: \$165 per hour, travel \$75 per hour

Initial expectation is 2-3 days a week for 8-10 weeks

Can assist with recruitment/search and on-boarding of new Director of Finance

#### **JOHN TODD**

See meeting packet material

Rate: \$175 per hour, travel, hotels, meals, etc. reimbursable at the federal government rate

\$1,000 retainer

One month initial with an option to extend two months

### **RECOMMENDATION**

I recommend that the commission authorize funding to contract a financial consultant for any forward looking analysis and recommendations. For any analysis that is backward looking and outside the scope of the proposals in the attachment, I recommend utilizing our regular auditor. I recommend CFO Selections as the consultant of choice; their Port experience around the Northwest is impressive and their hourly rate comes in at the best value to the Port. They are highly regarded for their analytical ability and they bring recruiting support as well as an ability to develop and support Mark Harris.





**From:** [Aaron Bretz](#)  
**To:** [Karen Hewitt](#)  
**Subject:** FW: CFO Selections - Draft Agreement  
**Date:** Tuesday, September 19, 2017 4:13:30 PM  
**Attachments:** [Todd Kimball.pdf](#)

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Karen, could you also include this email in the meeting packet for the WS?

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**From:** Todd Kimball [mailto:tkimball@cfoselections.com]  
**Sent:** Tuesday, September 19, 2017 3:52 PM  
**To:** Aaron Bretz <abretz@portofnewport.com>  
**Subject:** Re: CFO Selections - Draft Agreement

Hi Aaron,

Thanks for your email. Yes, certainly. Here is my resume. Additionally, and not specifically on my resume, is my Port experience:

Port of Tillamook - Client while I worked at Moss Adams. I assisted them with year-end financial statements and audit preparation.

Port of St. Helens - Client while I worked at Moss Adams. I assisted them with an accounting clean-up project.

Port of Astoria - Client of CFO Selections. I've worked here since January 2015 helping with 4 audits, revamped financial policies and procedures, implemented internal controls, improved processes and procedures, mentored staff and helped reorganize the accounting department.

I hope this helps, but let me know if you need anything additional.

Thanks again for the opportunity!

Todd

**Todd Kimball, CPA**  
**CFO Selections**  
**(c) 503-708-5813**

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## **CFO SELECTIONS LLC**

### **CONSULTING AGREEMENT**

**THIS AGREEMENT** is effective as of September 7, 2017, by and between the Port of Newport an Oregon Municipal corporation ("Client"), with offices at 600 SE Bay Blvd, Newport, Oregon, and CFO Selections LLC ("CFOS"), a Washington limited liability company, with offices at 310 – 120<sup>th</sup> Avenue NE, Suite #101 Bellevue, WA 98005.

**WHEREAS**, CFOS is a provider of consulting services; and

**WHEREAS**, Client wishes to have CFOS provide it and its subsidiaries and affiliates advice and assistance in evaluating business strategies, operations, processes, and/or projects; and as otherwise set forth on the attached Statement of Work;

**NOW, THEREFORE**, Client and CFOS hereby agree:

#### **Term**

The Client will retain CFOS, and CFOS will accept such retention commencing as of the effective date specified in the attached Statement of Work ("SOW"). The retention period will be for the duration and time specified in the SOW, and unless earlier terminated pursuant to this section, shall be subsequently renewed on a monthly basis. This Agreement may be terminated by either party upon 15 days written notice to the other party, with or without cause and for any reason.

#### **Services**

CFOS agrees to make available qualified resource(s) ("Consultant") on a basis to be mutually agreed upon, and specified in the SOW to (a) advise Client employees, management, and/or consultants, (b) attend meetings on mutually agreeable dates and at mutually agreeable times and locations as requested by Client, and/or (c) carry out additional projects as requested by Client and mutually agreed to as specified in the SOW (collectively "Services"). Services shall include, but are not limited to, telephone time; on-site consulting, remote consulting, travel, meetings and discussions at any location; review of written documents, data, processes or procedures; and/or preparation of written documents, files models or other work product.

It is understood and expressly agreed that CFOS Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made entirely by the Client.

The Consultant shall devote best efforts, at the times and places mutually agreed upon in the SOW and reasonably deemed appropriate hereunder. However, it is expressly agreed that Consultant may serve as a consultant, manager, investor, or employee to other persons or entities without limitation. Consultant represents that he/she is not and will not become a party to any agreement which conflicts with specified duties under this Agreement.

### **Consideration**

In consideration for Services rendered, Client shall pay CFOS at the rate specified in the SOW and accepts the terms and conditions stated in the SOW; the consideration for Services does not include reasonable and customary extra expenses incurred at the request of the Client. Extra expenses shall be pre-approved by Client and shall be reimbursed directly to the Consultant within 15 days of receipt by Client of a request from Consultant for reimbursement, which request shall include original receipts. Extra expenses may include, but are not limited to, travel expenses to remote locations or meetings, purchase of specialized tools, software, or equipment, items pre-identified in the SOW, and/or other direct expenses reasonable and customary to fulfill Client requests.

### **Payment Terms**

Invoice payment terms are due upon receipt unless specifically stated otherwise in the SOW. Invoices upon which payment is not received within fifteen (15) days of the invoice date may accrue a late charge of 1½% per month, compounded monthly to the extent allowable by law. Client is responsible for collections charges on unpaid and past due amounts including attorney's fees. Without limiting its rights or remedies, CFOS shall have the exclusive right to halt, suspend or terminate entirely its Services under the SOW until full payment is received on past due invoices.

### **Independent Contractor**

It is understood and agreed that each of the parties hereto is an independent contractor and that Consultant is not, nor shall be considered to be an employee, agent, officer, or director of Client. Consultant shall not act or represent itself as an agent of the Client or in any manner assume or create any obligation on behalf of, or in the name of, the Client.

### **Confidentiality**

CFOS acknowledges that in the course of performing Services CFOS and Consultant will have access to and will be entrusted with confidential information regarding Client business. CFOS agrees that during the term of the agreement neither CFOS nor the Consultant will disclose or use in any manner whatsoever any such confidential information, unless pre-authorized in writing by Client; however it is expressly agreed that CFOS and Consultant may share confidential information with the CFOS organization for the sole purposes of fulfilling the SOW provided that all such persons within CFOS are bound by these same terms and conditions. CFOS agrees that all information relative to Client's products or business or the work performed for Client hereunder belongs solely to Client and/or to third parties who have entrusted such information to the Client in confidence, will not be used by CFOS or Consultant for any purpose other than to perform the Services hereunder, and will not be used in connection with any of CFOS' or Consultant's other operations or work. All of Client's information or the information relating to the work performed by CFOS and Consultant for

Client which is not generally available to the public (the "Client Information") will remain the sole and exclusive property of Client and/or to third parties who have entrusted such information to the Client in confidence, and will be held in confidence by CFOS and Consultant for the sole benefit of Client. CFOS and Consultant will not disclose to others the Client Information or that of any third party that the Client is required to hold in confidence (collectively, the "Confidential Information"), except as authorized in writing by the Client, and in such event taking all precautions which are necessary to prevent the unauthorized use or disclosure of Confidential Information by such persons, including their execution of a confidentiality agreement in form acceptable to the Client in its sole discretion.

### **Non Solicitation and Conversion Fee**

Client agrees that during the effective term of this agreement and for a period of 1 year after this Agreement is terminated, Client will not attempt to solicit, take-away, or hire any CFOS consultant, employee, or contractor without advanced prior written consent from CFOS. If the Client, by itself or through any of its subsidiaries, affiliates, or agents at any time during the term of the engagement and for one year thereafter, employs or engages as an independent contractor the CFOS resource named in the Statement of Work outside of this or another agreement with CFOS; Client shall pay CFOS a conversion fee in an amount equal to twenty percent (20%) of the first year's fees or base compensation and any specifically-identified cash bonus related to first year performance offered by the Client to the CFOS resource. The amount will be due and payable to CFOS upon written demand to the Client. All outstanding invoices must be paid in full before the CFOS resource can be converted to a permanent employee of Company.

### **Limitation on Warranties**

This is a Services engagement. CFOS and Consultant warrants that it will perform Services hereunder in good faith and disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

### **Indemnifications**

CFOS will only be obligated for indemnifications for bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of CFOS Consultant while engaged in the performance of Services under this engagement; provided, however, that if there also is fault on the part of Client or any entity or individual indemnified hereunder or any entity or individual acting on Client behalf, the foregoing indemnification shall be on a comparative fault basis. Further, the foregoing indemnity obligations are conditioned on Client providing CFOS with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with CFOS in connection with any such claim. CFOS shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

### **Limitation on Damages**

Client agrees that CFOS, its Consultants, and personnel shall not be liable to Client for any claims, liabilities or expenses relating to this engagement for an aggregate amount in excess of the fees paid by Client to CFOS pursuant to this engagement. In no event shall CFOS, its

Consultants, or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this engagement. In furtherance and not in limitation of the foregoing, CFOS will not be liable in respect of any decisions made by Client as a result of the performance by CFOS of its Services hereunder. The foregoing provisions shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

### **Cooperation**

Client shall cooperate with CFOS and/or Consultant in the performance of its Services hereunder, including, without limitation, providing CFOS and/or Consultant with reasonable facilities and timely access to data, information and personnel of Client. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided for purposes of the performance of Services hereunder.

### **Force Majeure**

CFOS shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

### **Assignment**

Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party, provided that CFOS may assign or subcontract its rights and obligations hereunder to any affiliate or Consultant of CFOS, without the consent of Client.

### **Intellectual Property Rights**

Client shall own all right, title and interest in any work product inventions or discoveries (e.g., compositions of matter, devices, treatments, improvements, and the like), whether or not patentable, developed or acquired by Consultant and/or Client employees as a result of the consulting Services. CFOS and Consultant acknowledges that all computer software (source and object code), work papers, reports, documentation, prototypes, and other material generated pursuant to the work contracted for by Client ("Work Product") will belong solely to Client, and neither CFOS nor Consultant will retain any rights therein. CFOS and Consultant hereby expressly assign all rights in and to the Work Product to Client. If requested by Client, CFOS and Consultant will execute and deliver, or have the necessary parties execute and deliver, an assignment in the form reasonably acceptable to Client, either before or after the term hereof, without additional compensation. CFOS and Consultant will turn over to Client any documentation or other Work Product materials on completion of the services or earlier, if requested by Client. Neither CFOS nor Consultant will make any use of the Work Product during or after the term of this Agreement except to perform the work requested by Client.

## **Notice**

Any notice required or permitted by the terms of this Agreement shall be given by written document and confirmed delivery via e-mail or US mail as follows:

### **If to Client:**

Port of Newport

Attention: Aaron Bretz, Manager Pro-Tem  
Email: abretz@portofnewport.com  
Phone #: 541-265-7758

Email address for invoices, if different:

### **If to CFOS:**

CFO Selections LLC  
310 – 120<sup>th</sup> Avenue NE, Suite #101  
Bellevue, WA 98005

Attention: Kevin A. Briscoe – Executive Manager

206-686-4480

Any such notice shall be deemed to have been given when received.

## **Governing Law**

This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of Washington without reference to conflicts of law.

## **Dispute Resolution**

Any dispute, controversy or claim arising out of or relating to this contract, or breach thereof, shall be finally settled by arbitration with such arbitration taking place in King County, Washington. The award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall receive all costs, including those of arbitration, and reasonable attorney's fees.

## **Captions and Section Headings**

The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

**Severability**

If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**Entire Agreement**

With respect to its subject matter, this Agreement and its Exhibits and Attachments constitute the entire understanding of the parties superseding all prior agreements, understandings, negotiations and discussions between them whether written or oral, and there are no other understandings, representations, warranties or commitments with respect thereto

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CFO Selections LLC**

By: \_\_\_\_\_  
CFOS Title: \_\_\_\_\_  
CFOS Signature: \_\_\_\_\_  
CFOS Date: \_\_\_\_\_

**Client**

By (please print): \_\_\_\_\_  
Client Title: \_\_\_\_\_  
Client Signature: \_\_\_\_\_  
Client Date: \_\_\_\_\_

# CFO SELECTIONS LLC

## Attachment A

### STATEMENT OF WORK

**Effective Date:** September 7, 2017

**Initial Duration:** 90 days; month-to-month thereafter

**Primary Consultant** TBD

**Time and Scheduling:** As mutually determined by Client and Consultant; initially expected to be approximately 2 days/week for 8-10 weeks, then reduced to 2 days/month or as needed.

**Scope of Engagement:** Consultant will diligently work with client and designated client personnel on a best efforts basis to prioritize and complete engagement objectives as stated below within the stated time and scheduling parameters. Any further consulting and or time increases beyond this scope are expressly outside of this statement of work and thus will first be mutually agreed upon and detailed under a separate and/or revised Statement of Work as appropriate prior to commencement.

#### **Generic Scope**

Serve as outsourced interim CFO.

#### **Specific Scope**

Consultant deliverables and projects will include, but is not necessarily limited to areas of:

- Supervise day-to-day accounting department needs, including assisting with the monthly close, key reconciliations and significant journal entries as determined necessary.
- Prepare monthly and annual financial statements and dashboards for management and Board of Commissioners review.
- Present to the Board of Commissioners as needed.
- Analyze financial statements and departmental reports to evaluate financial health, and perform financial modeling to evaluate new and existing business plans for health, growth and profitability to support business decision making.
- Review current accounting practices, compare to best practice, and make recommendations.
- Perform year-end processes including audit preparation and draft financial statements.
- As needed, prepare and/or review grant proposals and grant reporting requirements.
- As needed, prepare and/or review cash projection schedules and perform ongoing monitoring.
- Review policies and procedures and make recommendations for improving control environment and efficiencies.
- Evaluate current staffing levels and personnel and make recommendations as needed.
- Assist with recruitment and onboarding of new Director of Finance.



- Provide other consultative services, which may be mutually agreed upon under this scope by Client, Consultant and CFO Selections.

**Agreed upon Rate:** \$165 per hour, billed weekly in arrears. Travel time to/from Newport to be compensated at \$75 per hour. Actual lodging costs and meal per diem to be reimbursed by Client.

**Client Approval:** \_\_\_\_\_

**Client Approval Date:** \_\_\_\_\_

**Consultant Approval:** \_\_\_\_\_

**Consultant Approval Date:** \_\_\_\_\_

**CFOS Approval:** \_\_\_\_\_

**CFOS Approval Date:** \_\_\_\_\_



**From:** [Aaron Bretz](#)  
**To:** [Karen Hewitt](#)  
**Subject:** FW: Consulting Agreement  
**Date:** Tuesday, September 19, 2017 3:31:21 PM  
**Attachments:** [9-10 1 month consultant agreement.pdf](#)

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Karen, this email should go in the meeting packet for the work session..

Aaron

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**From:** john Todd [mailto:jct5532@msn.com]  
**Sent:** Thursday, September 14, 2017 3:50 PM  
**To:** Aaron Bretz <abretz@portofnewport.com>  
**Subject:** Consulting Agreement

Aaron

Attached is a consulting agreement I had written which allows flexibility yet focuses on what I think is the first steps that are needed. It is identified as a one month agreement (with potential for two one-month extensions) in order to allow everyone to see some results quickly and not be tied to a long term effort. The effort is general but focuses on finances.

The Port needs to have a better understanding of its financial situation. It is more than just fixing the specific issues I discussed in the briefing. To help the port move forward, the financial status of a more detailed business unit approach is needed. Specifically, the south beach area needs to be broken into at least three parts (RV park, Marina, and leases). The international terminal and the commercial piers also need to be broken down into at least two units (the moorages/piers and the building leases). The Administrative costs and the Maintenance will always be expenses. The challenge is to have the other business units make enough money to cover those cost (which the current budget does not do).

Once the analysis is done of the business units, the port can see where the money is actually coming from (I expect it will not be what has been said in the past).

The next step is to look at income and expenses and balance the budget. This is more than just reducing costs. Increasing fees can bring in income. To do this requires a comparison of the costs others are charging (example is moorage costs for Embarkadaro compared to moorage costs at the commercial piers). It also needs to be clear why there is an increase. The recent events with the International Terminal appear to have impacted the fishermen who now may be more willing to pay for the use of parts of the Port. In addition, there are two easy reductions in expenses that will have no impact on the port other than reducing the projected losses; they appear to have been included in the past to make the port management look good when they were not expended and the port did better than predicted.

The follow-onto a balanced budget is to look at the future financial expenses (such as pier 5 and 7) and figure out ways to cover the costs. Pier 5 & 7 by themselves could be up to \$7 Million based on some of the statements in past budgets. There needs to be a plan to pay for this. There are a number of options that can be developed (with the same challenge of increasing income and reducing costs). These need to be near term options since the piers need help now.

All of these are actually more than just finances, but they all have finances as important, if not essential aspects. Thus, the consultant needs to not only understand finances, but have a broader understanding of the business aspects of the port. Some of the past mistakes appear to have come from a failure of the management to understand fundamental business practices and then failure to recognize when things were not working. Flexibility does not appear to have been a hallmark of the past management. Being able to recognize problems and then develop options is a trait that will allow the port to get out of some of the issues it has. A consultant can help advise management of options they may not think about.

The International Terminal is an area where looking broadly can potential provide solutions that help everyone. If the port looks at McLean point as an asset, the options change. It take coordination and a wide variety of agreements, but the result can help everyone. When the port focused narrowly on raw log exports it ran into a number of issues (there are four fatal flaws with the approach they developed - each of which could have stopped the project). Knowing the flaws/issues and developing solutions that avoid them is essential to future success.

Hope this helps

John Todd  
God Bless

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ BETWEEN:

The Port of Newport, Oregon of 600 SE Bay Blvd., Newport, Oregon 97365  
(the "Client")

- AND -

John Todd of 33321 SE Peoria Rd, Corvallis, Oregon 97333  
(the "Consultant").

### BACKGROUND:

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### Services Provided

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Evaluate and provide written and/or oral advice on ways the Port of Newport can fulfill its mission. In particular, the consultant will begin with a review of the financial status of the Port of Newport and working with the staff, prepare an independent summary of the ports financial status. The consultant will support preparation of documentation to revise past documents as necessary so they can be reissued in a manner to fully inform the public of the financial status of the Port of Newport. In addition, the consultant will conduct research, develop options and approaches to various issues which support the mission of the port and/or are identified as tasks by the General Manager or the Chairman of the Port Commission. This effort may include review of documents, interviews with stakeholders and those who have specific knowledge of the issues, development and analysis of options and the preparation of appropriate presentations. The presentation will be

provided in a form which is acceptable for briefing the Port Commissioners. Appropriate briefings for the public will also be prepared if required.

2. The Services may include any other consulting tasks which the Parties may mutually agree upon. The Consultant hereby agrees to provide such Services to the Client at a rate negotiated for that task. Specific tasks may be conducted at a rate different than the established rate for general work of this Agreement.

**Term of Agreement.**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for one month, unless terminated as provided in this Agreement. In the event either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party. This agreement may be extended at the end of the initial one month period upon mutual agreement. This contract may be extended for up to a total of three (3) months of effort (for a total of two months of extension).
4. The normal point of contact for the Client will be the General Manager (which includes the General Manager Pro Tem) or the Chairman of the Port Commission. All assignments and requests to the Consultant will be through the points of contact. Written tasks are preferred to ensure work is accomplished to meet the needs of the client, however oral direction can be provided which may then be documented.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

**Performance**

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Currency**

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

**Compensation**

10. The Consultant will charge the Client for the Services at the rate of \$175.00 per hour (the "Compensation").

11. A retainer of \$1,000.00 (the "Retainer") will be payable by the Client to the Consultant within 15 days of this agreement being signed.

12. For the remaining amounts, the Client will be invoiced every month.

13. Invoices for services and expenses submitted by the Consultant to the Client are due within 30 days of receipt.

14. The Compensation as stated in this Agreement does not include sales tax (for work outside of the state of Oregon), or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

**Reimbursement of Expenses**

15. The Consultant will be reimbursed for reasonable and necessary expenses (such as travel, hotels, meals, etc) incurred by the Consultant in connection with providing the Services at the standard U.S. Government rate.

16. Pre-approval is not required for reasonable and necessary expenses within the Northwest. Airfare and travel expenses outside of the Northwest will be pre-approved.

**Penalties for Late Payment**

17. Any late payments will trigger a fee of 1.00% per month on the amount still owing.

**Confidentiality**

18. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records that are not generally known in the industry of the Client and where the release of that

Confidential Information could reasonably be expected to cause harm to the Client. Publicly available information is not included in this category.

19. The Consultant agrees that he will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive upon termination of this Agreement.
20. All non-public written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement as part of the evaluations is Confidential Information unless released by the Client.

### **Ownership of Intellectual Property**

21. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
22. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client or required by law.

### **Return of Property**

23. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client which was obtained during the period of the contract or is not documents that are in the public domain.

### **Capacity/Independent Contractor**

24. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee



benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

**Communications and Notices**

25. The Client and Consultant will communicate as often as needed to meet the requirements of the contract. The Consultant will take efforts to minimize the impact on the Clients day-to-day work. Communication can be by face-to-face meetings, written, or electronic communications. The General Manager of the Port and/or the Chairman of the Port Commission will approve all communications between the the Client and the consultant. All formal notices, requests, demands or other formal communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. Port of Newport Oregon  
600 SE Bay Blvd, Newport, Oregon, 97365

b. John Todd  
33321 SE Peoria rd, Corvallis, Oregon, 97333

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**Indemnification**

26. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**Modification of Agreement**

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Time of the Essence**

28. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

29. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**

30. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Enurement**

31. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**Titles/Headings**

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

34. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon.

**Severability**

35. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

36. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Port of Newport Oregon

Per: \_\_\_\_\_

\_\_\_\_\_  
John Todd

## John (Jay) C. Todd

- ▶ Over 30 years of leadership and management experience
  - Identifying problems, creating unique solutions, and implementing new programs
- ▶ Extensive government budgeting experience
  - Developing and managing multi-million dollar programs
  - Identifying issues with contractor budgets and resolving issues
- ▶ Over 20 years' conducting onsite program reviews and assessments
  - Naval and private shipyards as well as numerous contractor activities
- ▶ Born and raised in Oregon, left as a Naval Officer, and returned upon retirement
  - Property owner in Newport and Corvallis

### Summary of Experience

I started my career as a Naval Officer who wanted to drive submarines around the ocean. A number of unexpected events changed my career. I first taught at the Naval Nuclear Power School at the Mare Island Naval Shipyard. I was transferred to the headquarters of the Naval Nuclear Propulsion Program in Washington D.C where I worked first as a Naval Officer, and then as a civilian. I was responsible for classified programs and efforts to ensure the security of the Nuclear Propulsion Program as well as a number of other assigned duties. I developed policies based on interactions with the people who had to live with the rules.

Due to the creation of the National Nuclear Security Administration (NNSA), I was asked to be the Chief of Defense Nuclear Security with responsibility for the security of the Nuclear Weapons Programs of the United States. I spent 50% of my time in the field to understand the real needs of the sites. Upon retirement, I was awarded the NNSA Gold Medal. Once retired, I became the project manager for a non-profit, volunteer organization which did work to allow low income people to stay in their homes in northern Virginia. I also consulted on a number of contracts.

Throughout my career, I have taken over activities that were not being successful and turned them around. I focus on the fundamentals and develop a future vision which allows the entity to succeed. I understand the importance of open and clear communications and I believe "the devil is in the details." I am adept at evaluating numbers and understanding government budgets. I also understand the need to consider family interactions in managing staff.

### Summary of Work Timeline

Writer and Hobby Farm Operator 2009 - present  
Project Manager/Security Consultant 2003 - 2009  
Senior Executive, NNSA, Department of Energy 2000-2003  
Manager Naval Nuclear Propulsion Program 1976-2000  
Naval Officer, U.S. Navy 1971-1976

### Education

B.S. Nuclear Engineering, Oregon State University 1970  
MBA, Oregon State University 1971  
Associate Degree Security Administration, Northern Virginia Community College  
Associate Degree Police Science, Northern Virginia Community College

References attached

# References

## References for:

John C. Todd  
33321 SE Peoria Rd.  
Corvallis, Oregon 97333  
703-887-9247  
JCT5532@msn.com

## Local individuals who can be contacted:

Steve Thomas  
Pastor, First Baptist Church of Corvallis  
930 NW Meadow View Drive  
Corvallis, Oregon 97330  
541-745-5153

John Rolly Kinney  
Retired Engineer, Corvallis  
3565 NW Van Buren Ave.  
Corvallis, Oregon 97330  
541-753-7142

## Current and former U.S. Government individuals who are knowledgeable of my past work

David S. Jonas  
General Counsel (Nominee)  
Department of Energy  
1000 Independence Ave. SW  
Washington, DC 20585  
202-586-5281

Joel Cote  
Retired DOE Senior Executive  
724 West Pleasant Colony Dr.  
Aiken, South Carolina 29803  
941-587-7070





**DIRECTOR OF FINANCE  
ANNOUNCEMENT  
\$65,000-\$85,000**

The Port of Newport, an exciting, diverse organization located on Yaquina Bay, is currently seeking a qualified and motivated professional to serve as **Director of Finance**. The Director of Finance is accountable for ensuring that internal controls are in place and working, ensuring that financial reporting is completed and distributed, manage and supervise the accounting staff, and make long term financial projects to aid the General Manager and Port Commission in carrying out the Port's mission. The purpose of a Port District is for economic development - to promote industry, tourism, and job creation. For a complete job application packet go to [www.portofnewport.com](http://www.portofnewport.com)

**KNOWLEDGE/SKILLS/ABILITY**

- Integrity: Earns and maintains trust, honest, truthful, fair and builds good will.
- Good People Skills: Personality, strong verbal and written communication, ability to listen.
- Leadership: Provides overall directional vision to staff, ensures staff are competent through training and coaching, gives staff opportunity to do their job well, empathizes and motivates.
- Self-Motivated: Demonstrated background of growth and established pattern of achievement in finance management.
- Knowledge and experience in municipal budget law, governmental fund accounting.
- Budgeting, financial reporting, forecasting.
- In depth technical knowledge experience applying GAP and GASB pronouncements.
- Experience applying Government Accounting, Auditing, and Financial Reporting Guide.
- Fixed asset management.
- Human resource management.
- Information technology systems.

**MINIMUM JOB QUALIFICATIONS**

Any combination of education and experience that provides the knowledge, skills, and abilities necessary to successfully perform the duties of **Director of Finance**. A typical way of obtaining the required qualifications is to possess five years of broad and extensive experience in responsible fiscal and general management including three years of supervisory experience and a bachelor's degree in finance, accounting, business, public administration or related field.

**APPLICATIONS**

Interested applicants are asked to send letters of interest, resume, three professional references that demonstrate your knowledge, skills and abilities in the areas listed above. The Administrative Assistant should receive materials no later than 4:00 p.m. on XX. No telephone inquiries, please. Materials may be found at [www.portofnewport.com](http://www.portofnewport.com).

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Essential

- Good people skills
  - Personality
  - Verbal Communication (articulate, persuasive, public presentations)
  - Written Communication (vocabulary, precision, grammar)
  - Listening skill
- Integrity
  - Earns and maintains trust
  - Honesty
  - Truthfulness
  - Fairness
  - Builds goodwill and better relationships
  - Caring
- Self motivated
  - Demonstrated background of achievement
  - Perseverance
  - Resilient - able to withstand adverse comments/criticism
- Leadership
  - Provides overall directional vision to accounting staff/clerks
  - Ensures staff are competent through training and coaching
  - Gives staff opportunity to do their job well
  - Motivates staff to do their job well
- Multi-tasking
  - Able to progress multiple goals, both long term and short term, simultaneously.
- Financial Administration
  - Budgeting, tracking, reporting, control actions, forecasting.
  - Human Resource Management.
  - Informational Technology.
  - Grant Administration

Desirable

- Prior knowledge of ORS 777 port districts and/or marine facilities
- Prior knowledge of Oregon statutes.
- Capability in construction contract formulation and administration.
  - Knowledge of ORS 279 procurement requirements
- Capability for grant writing and federal financial requirements.
- Capability for networking in the community.
- Marketing knowledge.
- Experience in working on a large project.

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