



SPECIAL MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

**AGENDA
SAND CITY COUNCIL CHAMBERS**

TUESDAY, JANUARY 22, 2019

1:00 P.M.



**SPECIAL MEETING AGENDA
JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY
OF THE FORMER REDEVELOPMENT AGENCY**

Special Meeting – January 22, 2019
1:00 PM

CITY COUNCIL CHAMBERS
Sand City Hall, 1 Pendergrass Way, Sand City, CA 93955

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. COMMUNICATIONS

Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the item is being considered by the City Council/Successor Agency.

The City Council Chambers podium is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you.

4. NEW BUSINESS

- A. Discussion, Interviews, and Possible Council Action regarding Selection of an Executive Search and Consulting Firm for the Recruitment of the City Administrator
- B. Consideration of City RESOLUTION Authorizing the Interim City Administrator to Enter into a Contract with Executive Search and Consulting Firm for the Recruitment of City Administrator not to exceed \$30,000

5. ADJOURNMENT

<p>Next Scheduled Council Meeting: Tuesday, February 5, 2019 5:30 P.M. Sand City Council Chambers 1 Pendergrass Way, Sand City</p>
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This is intended to be a draft agenda. The City reserves the right to add or delete to this agenda as required.
The current Sand City agenda is available in PDF format on our website at:
www.sandcity.org

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 220, or give your written request to the City Clerk at 1 Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

AGENDA ITEM

4A

STAFF REPORT

TO: CITY COUNCIL

FROM: INTERIM CITY ADMINISTRATOR, FRED MEURER

SUBJECT: REQUEST FOR PROPOSAL, CITY ADMINISTRATOR EXECUTIVE SEARCH ASSISTANCE

DATE: JANUARY 17, 2019

FOR: SPECIAL CITY COUNCIL MEETING 1.22.2019

Recommendation:

The City Council will receive presentations from two executive search firms, Bob Murray and Associates, and William Avery and Associates regarding how they would approach their search for a new city administrator. If satisfied with their presentations, the City Council can select a firm to undertake the search and authorize the City Administrator to complete a contract with the desired firm.

Discussion:

The City Council had previously instructed staff to send out a request for proposal to approximately 15 executive search firms. We requested that they propose on assisting the city with the acquisition of a new city administrator. Five firms responded with ranges in price from approximately \$14,000- \$34,000. The Mayor and I reviewed the five proposals and found that the proposals submitted by Avery and Associates, and Bob Murray and Associates appear to be the best value proposals.

Each proposal proposer has been invited to make a presentation to the City Council at the Special City Council meeting scheduled for 22 January, 2019. Mr. Avery will be the first proposer. He will make a short presentation on how his firm, if selected, would approach the job of identifying potential candidates for our city administrator position. During his presentation he will probably talk about their search process, their understanding of the needs of the city regarding the capabilities of their new city administrator, and how his firm would go about finding such individuals. After his presentation, the Council can ask specific questions about his firm's approach. I have worked with Avery and Associates in the past. They are an excellent firm, very professional and will work hard to find the right candidate. They are not a firm that tries to fill the position as quickly as they can with the candidate who meets minimum expectations.

After one hour we will break for about 15 minutes and reconvene to allow for Council discussion. At 2:30, Mr. Bob Murray representing Murray and Associates will provide a similar presentation about the unique capabilities of his firm and his understanding of the unique capabilities that Sand City needs to have in their next city administrator. I have also worked very successfully with Bob Murray and Associates in the past. They always provided excellent results and helped me find a number of department heads in the City of Monterey that still serve today.

After Mr. Murray's presentation and the Council's discussion of that presentation, the Council will have a choice of further in-depth discussion of the two potential firms. The Council should decide which firm the Council believes would best meet the community's needs. You could move to select one of the two firms during this session. If the City Council desires more time to think about their selection, we could make the formal selection at our first February meeting. There you would have a second opportunity to discuss and ask questions. This is not an item to be rushed. We should make sure that we have selected a firm that the city Council is comfortable working with. If you are not satisfied that you have great candidate firms with these 2, we can interview the remaining 3 candidate firms. If you have questions as to why the other three candidate firms were not brought forward for interview, we can discuss that as well.

If the City Council desires to decide on the firm at tonight's meeting, the appropriate action would be to pass the attached draft resolution that would authorize me to consummate a contract with your selected firm at a not to exceed contract value of \$30,000.

Financial implications:

Both firms will cost approximately \$25,000-30,000. The funds for this contract would be taken from the budget- Administrative Contingency 5130-01.

Avery and Associates



December 14, 2018

Fred Meurer, Interim City Administrator
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Dear Mr. Meurer:

Thank you for the opportunity to submit our recruitment proposal for the position of City Administrator for the City of Sand City. We take great pride in providing our clients exceptional service and excellent results. These successful client partnerships result from an active and comprehensive level of Principal involvement leading to positive business relationships and highly satisfied clients.

We feel well suited to support your city in this assignment. Currently, we are conducting a City Manager recruitment for the City of Martinez and recently completed City Manager searches for the cities of Half Moon Bay, Hermosa Beach, Anaheim, Fremont, Vallejo and Visalia. Additionally, we've completed City Manager searches for the cities of Fullerton (06/2017), Redding (06/2017), South El Monte (06/2017), Monte Sereno (05/2017), Benicia (03/2017), Port Hueneme (12/2016) and Beaumont (09/2016). Overall, during the past three years our firm has completed 26 city manager assignments. We feel these recently completed assignments are highly complimentary to your recruitment needs.

Our extensive database of executives in municipal government provides an excellent foundation for the outreach efforts we describe in our proposal. We've also had extensive interaction with City Councils, City Administrators/Managers and Assistant City Managers based on our labor relations practice. All of these contacts would be an excellent resource in support of this recruitment.

Following review of our proposal, it is our hope that our history of successful recruitments, our professionalism and positive results we have delivered for our clients will provide the basis for selection of our firm. This proposal of recruitment services contains the following information:

- Company Overview
- Firm Qualifications/Experience
- Recruitment Team
- Recruitment Strategy

William Avery & Associates, Inc.
Consultants to Management

3-1/2 N. Santa Cruz Ave., Suite A
Los Gatos, CA 95030
408.399.4424
Fax: 408.399.4423
www.averyassoc.net

- Recruitment Schedule
- Consulting Fee
- Guarantees & Ethics

Thank you for the opportunity to be considered for this recruitment. If you have any questions, please do not hesitate to call me at 408-399-4424.

Sincerely,
Paul Kimura
Paul Kimura

PK:jmc



PROPOSAL FOR THE CITY OF SAND CITY RECRUITMENT FOR CITY ADMINISTRATOR

William Avery & Associates, Inc. – Overview

William Avery & Associates, Inc. (Avery Associates) is a successful and service focused Management Consulting firm based in Los Gatos, California. Incorporated in 1982, the firm specializes in Executive Search, Labor Relations and Human Resources/Management Consulting.

The firm currently includes two Principals and several key consultants. Bill Avery, the founder of Avery Associates, heads and manages the firm. He oversees the Labor Relations practice and is heavily involved in the search business including leading key searches. Paul Kimura focuses on and manages the Executive Search and Recruitment practice. Key staff members include Cris Piasecki, Bill Lopez and Sam Avery, who support the search practice and the firm's administrative staff includes Tomi Ewing, Jackie Collins and Michelle Ross. Temporary staff as needed augments the team.

Mr. Avery, having served in the past as a City Manager, provides the firm with direct experience and knowledge of city administration. Mr. Kimura's expertise in executive, technical and business recruitment, which he gained during his nineteen years of high technology experience, provides the basis for many of the recruitment strategies and tactics utilized by the firm. Collectively and combined, the firms Principals offer exceptional expertise in the area of public sector recruitment and consulting.

Firm Qualifications/Experience – What Differentiates Avery Associates

Exceptional service delivery and a very high quality work product provide excellent results for our clients. This begins with the initial client meetings, which lead to detailed timelines for deliverables followed by weekly recruitment status updates following initiation of the search. Our candidate outreach efforts are professionally and confidentially conducted. The evaluation materials we provide clients are routinely characterized as accurate, comprehensive and of very high quality. We believe more so than any other public sector recruitment firm. This is largely based on our interview system utilizing behavioral interview techniques, which we describe in our recruitment plan. This leads to a quality product with excellent end results for our clients.

The service element is based on two factors: The first is the collective service philosophy from all of our organizational team members. They are each dedicated to providing service and support to clients. The second factor is based on the high level of engagement and participation from the firm Principals in every search assignment. This hands-on involvement includes client interface, identifying and developing the ideal candidate profile and position specification, development of the search strategy, candidate outreach, interviewing and assessment, completion of reference interviews, candidate presentation, final interview facilitation and when desired, negotiation of employment terms with the successful candidate.



Recruitment Team for the City of Sand City

Paul Kimura will serve as the Project Lead for this assignment and will be assisted by Bill Lopez. Mr. Kimura will be personally involved in the initial client meetings, development of the ideal candidate profile and search strategy, interviewing and assessment of candidates, the presentation of candidates, attendance at final interviews and will be available throughout the search process to provide other related consulting services.

References

- I. City of Anaheim
Chris Zapata, City Manager; 619.240.5620
- II. City of El Segundo
Greg Carpenter, City Manager; 310.524.2301
- III. City of Port Hueneme
Rod Butler, City Manager; 805.986.6501

CM Recruitments Within the Past Two Years

Organization	Position	Filled
City of Half Moon Bay	City Manager	10/2018
City of Hermosa Beach	City Manager	9/2018
City of Fremont	City Manager	8/2018
City of Anaheim	City Manager	6/2018
City of Vallejo	City Manager	12/2017
City of Visalia	City Manager	12/2017
City of Fullerton	City Manager	6/2017
City of Redding	City Manager	6/2017
City of South El Monte	City Manager	6/2017
City of Monte Sereno	City Manager	5/2017
City of Hermosa Beach	City Manager	4/2017
City of Selma	City Manager	4/2017
City of Benicia	City Manager	3/2017

Recruitment Plan - Scope of Work

I. Position Profile and Organizational Assessment

The initial assessment phase is a critical component of the search process. Mr. Kimura will initiate/coordinate individual discussions with the City Council Budget and



Personnel Subcommittee and if desired individually meet with each City Council member to discuss the organizational needs and position requirements and to formalize the job description. Our goal for this aspect of the recruitment process is to:

- Understand the City priorities for this position.
- Develop a clear understanding and consensus on the expertise, experience, education, performance attributes and operational style of the ideal candidate.
- Discuss the goals, objectives, deliverables, and challenges related to this position.
- Gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- Identify the compelling aspects to this opportunity.

The formal position description and a subsequent ideal candidate profile would be developed from the above discussions and incorporated into the formal position announcement. The candidate profile is also utilized in various other means as a marketing tool, for advertising copy, postings, and for other announcements.

II. Development of the Search Strategy

Our search strategy will be developed in conjunction with the organizational assessment. The final approach is based on your input and considerations during the assessment activity. We would incorporate the following elements into this search:

- Original research, which consists of identification and contact of current incumbents or other candidates who meet the profile, but are not actively seeking other employment.
- Development of a targeted candidate list based on our extensive database of key executive contacts, referrals and recommendations from key sources, and other current and former City Management personnel who have extensive contacts and networks in this area.
- Public information sources that include various membership listings such as the League of California Cities, ICMA and the various municipal organizations within the U.S.
- An extensive mailing campaign to current city managers and select assistant managers throughout the U.S.



- Print advertising in ICMA Newsletter, Jobs Available and any other print publications deemed appropriate by the City.
- Internet job postings on national public sector employment bulletin boards, City Management and Municipal association-based web sites, and our company website.

III. Candidate Assessment

Our assessment process involves several “tiers” of evaluation. All candidates responding to this position will initially be evaluated based on their resume and if appropriate, an extensive phone “screening” by a member of the project team. Candidates who pass the initial “qualifying” criteria are then scheduled for a formal interview with Mr. Avery or Mr. Kimura. These extended personal interviews typically take one hour and a thorough discussion of their experience, accomplishments, management philosophy and interpersonal style takes place.

In interviewing candidates, we utilize a methodology based on “behavioral” interview techniques. Fundamentally, this approach explores a candidate’s past accomplishments and experiences that relate to the position being considered. The philosophy here is that the best indicator of future performance is to evaluate past behavior. This methodology allows the firm to “project” how a candidate would approach and address the key challenges in the new position.

Those individuals who best fit the position requirements will have a Candidate Assessment Report developed by the Principal who conducted the interview. Additionally, two initial reference interviews are performed on these candidates. The reference interviews provide our clients with additional insights on the candidate’s “behavior” and style.

IV. Candidate Presentation

Upon completion of formal interviews, a selection of candidates for presentation is made. We feel our extensive qualification, interview, and reference interviewing process and the knowledge gained during our initial assessment period; enable our client to proceed with fewer rather than more finalists. However, we will not restrict or limit the number of candidates recommended as this decision is related to the overall strength and depth of the candidate pool.

The final candidates are presented in our extensive candidate presentation “book”. Each finalist will have a file consisting of a candidate summary sheet, the submitted cover letter and resume, the Candidate Assessment Report (based on the “behavioral” interview), and two candidate reference interviews. This extensive profile on each



recommended candidate continually generates positive feedback from our clients as it provides extensive detail beyond just a resume.

The Candidate book also identifies other candidates who were given secondary consideration, which provides the client insight on others who were interviewed. Candidate summary sheets are created for everyone who submitted a resume would also be included. This provides the client an insight to the level and nature of response for their position.

V. Selection Process

Once the final candidate interview group is identified, we will assist in the structuring of the interview process and coordinate the interview scheduling activity. Our firm will also provide candidates with guidance related to travel planning, hotel accommodations, as well as other interview planning issues. Our firm will also develop potential interview questions and be in attendance during final interviews to help facilitate the process and to lead an end of day debrief and evaluation process.

VI. Position Closure and Follow-Up

Based on the firm's experience in human resource management and executive search, we are able to assist our clients in formulating appropriate compensation and other employment arrangements. We will be available throughout our retention to assist in this process.

As a matter of policy, Avery Associates monitors the transition and progress of any executive we place with a client. Within the first three to six months following the hired individual joining the City, we will speak with that individual to ensure the transition has effectively occurred. During the same period we will also review the individual's status with your office.

Consulting Fee

Based on the services described in our proposal, the professional services consulting fee for this recruitment will be \$18,900. We would provide our first consulting invoice in the amount of \$7,900 at the outset of the search. A second invoice of \$5,500 would be billed with the presentation of candidate recommendations and the final invoice of \$5,500 for the retainer will be submitted at the completion of the search. The consulting fee will be inclusive of all services defined within this proposal unless otherwise stated.

In addition to the Professional Services Fee, normal and direct out-of-pocket expenses associated with the search are charged back to the client. Expenses for this assignment would not exceed \$6,500 without the express consent of the City. These expenses include: advertising, clerical time, supplies, printing, telephone, postage, background checks and consultant travel for client



discussions, meetings, local and out-of-area candidate interviews. All expense items are reimbursed "at cost" and will be detailed and billed on a monthly basis.



Per the RFP, here is the breakdown of cost for the recruitment process:

Services:

I.	Organizational assessment/development of search strategy	\$2,250
	▪ Client and/or community meetings	
	▪ Development of position profile/job announcement	Printing expense \$1,250
	▪ Prepare advertising campaign	
II.	Search Strategy and Outreach	\$5,500
	▪ Print media	Expenses \$1,000
	▪ Internet sites	Expenses \$1,000
	▪ Mailing solicitation	Expenses \$750
	▪ Direct sourcing contact	
	▪ Acknowledgement of resumes received	
III.	Candidate Assessment and Presentation	\$7,500
	▪ Resume evaluation/phone qualifying	
	▪ Candidate interviews	Travel expenses \$1,250
	▪ Initial reference interviews	
	▪ Develop and Present Candidate Book	
IV.	Selection Process/Position Closure	\$2,250
	▪ Prepare/participate in final interviews	
	▪ Final references	
	▪ Formal notification to applicants	
	▪ Background checks	Expenses \$750
	▪ Clerical time for entire project	Expenses \$500
Pricing:	Professional Services	\$17,500
	Profit	\$ 1,400
	Expenses	\$ 6,500



Recruitment Schedule

Task	Scheduled Dates
<i>Search Initiation, Marketing & Advertising Development:</i> <ul style="list-style-type: none"> ▪ <i>Initial meetings with city manager and city staff to define the ideal candidate profile</i> ▪ <i>Develop draft of recruitment brochure for approval by client</i> ▪ <i>Recruitment strategy finalized</i> ▪ <i>Determination of advertising scope and placement deadlines</i> ▪ <i>Brochure designed and printed</i> 	<i>Weeks 1 - 4</i>
<i>Marketing, Advertisement and Outreach Period:</i> <i>Advertise in:</i> <ul style="list-style-type: none"> ▪ <i>Mailing of brochures</i> ▪ <i>Jobs Available</i> ▪ <i>ICMA newsletter and website</i> <i>Preliminary candidate screening</i>	<i>Weeks 4 - 10</i>
<i>Candidate Review - Screening and Finalists Selection</i>	<i>Weeks 9-12</i>
<i>Development and finalization of Interview process and interview questions</i>	<i>Weeks 13-14</i>
<i>Interviews with City</i>	<i>Week 15</i>
<i>Final interviews and reference checks</i>	<i>Week 16</i>
<i>Appointment Offer/Acceptance</i>	<i>Week >17</i>
<i>Report to Work Date</i>	<i>Week >17</i>

Guarantees and Ethics

Whenever William Avery & Associates, Inc. is retained; we make several guarantees and commitments to a client. Due to our experience, knowledge and success within the management-consulting field, we assure a client that we will only present candidates who meet a substantial majority of the ideal qualifications that you have outlined. We are also committed to continue our search efforts until a successful candidate is employed.

During our placement efforts, we openly share any relationships, previous experience and knowledge for any candidate we present for consideration. Our commitment and responsibility is to our clients and their best interests.

It is also our practice to replace a candidate who may voluntarily resign during the first year of his/her employment. This same commitment applies if the client finds it necessary to terminate or to request the resignation of the selected individual in the first year for any reason. In either case, we invoice a client only for out-of-pocket expenses incurred in identifying a replacement.



Bob Murray and Associates



A Proposal to Conduct an Executive Recruitment
for the Position of
CITY ADMINISTRATOR
on behalf of the
CITY OF SAND CITY

1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

December 21, 2018

Members of the City Council
City of Sand City
1 Sylvan Way
Sand City, CA 93955

Dear Council Members:

Bob Murray & Associates is pleased to submit a proposal to conduct the City Administrator recruitment for the City of Sand City. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the City of Sand City will match the criteria you have established, be a good fit for your organization, and be outstanding in their field.

With respect to the City Administrator recruitment and the City of Sand City, Bob Murray & Associates has placed over 200 City Managers since our firm's inception in 2000. We are currently conducting City Manager recruitments on behalf of the cities of Elk Grove, Lincoln, Solvang, and Tracy, CA. Our extensive contacts and knowledge of exceptional candidates will ensure a quality group of finalists.

Recent City Manager recruitments we have completed similar in size and scope to your upcoming search include the following:

2018

Lompoc, CA
Madera, CA
Roseville, CA (limited scope search)

St. Helena, CA
Willits, CA
Windsor, CA (Town Manager)

2017

Adelanto, CA
Alhambra, CA
Boulder City, NV
Compton, CA
Covina, CA
El Centro, CA
Grass Valley, CA
Marysville, CA
Menifee, CA
San Fernando, CA
San Gabriel, CA
Santa Fe Springs, CA

2016

Bradbury, CA
Chandler, AZ
Commerce, CA (City Administrator)
Dana Point, CA
Gridley, CA (City Administrator)
Greenfield, CA
Imperial, CA
Los Altos, CA
Manteca, CA
Newberg, OR
Novato, CA
Pasadena, CA
Rio Vista, CA

Rosemead, CA
Santa Paula, CA

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Mr. Bob Murray, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 13 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding the perfect fit, providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the City Administrator will lead to superlative results for the City of Sand City. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Sand City's needs will be key to a successful search. Mr. Bob Murray will meet in person with the City Council and key stakeholders to learn as much as possible about the ideal candidate for the City Administrator position. We want to become familiar with the values and culture of the organization, as well as to understand the current—and future—issues, challenges, and opportunities in the City of Sand City.

Mr. Murray will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Council and Mr. Murray will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Sand City so desires, we will work with the City Council to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Mr. Murray and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Sand City to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Sand City that you feel best represent your organization and your community.

Upon your approval, Mr. Murray will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the City Administrator position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Mr. Murray will also design an effective advertising campaign appropriate for the City Administrator recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, the “Jobs Available” newsletter, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Administrator field.

Suggested City Administrator-specific advertising sources for the City of Sand City’s search include:

- ICMA Newsletter
- California City Management Foundation
- California City News

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women’s Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Mr. Murray will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Sand City, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the City Administrator position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Administrator recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Mr. Murray will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Mr. Murray will discuss with the City Council how the City of Sand City wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Mr. Murray will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Mr. Murray will explore each candidate's background and experience as it relates to the City Administrator position, such as significant accomplishments, size and scope of responsibility, and organizational culture. In addition, Mr. Murray will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Mr. Murray, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Mr. Murray to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Mr. Murray will recommend a limited number of candidates for your further consideration. He will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience, education, and salary information for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Sand City to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Council and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Mr. Murray helps the City of Sand City to design.

Mr. Murray will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- ◆ Recruitment brochure with candidate profile
- ◆ Interview schedule
- ◆ Suggested interview questions
- ◆ Experience summary, cover letter, resume, and rating form for each candidate
- ◆ Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Mr. Murray and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Mr. Murray knows what other organizations have done to put deals together with great candidates and what the current market is like for City Administrator

positions in organizations like the City of Sand City's. He will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Sand City, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Mr. Murray on behalf of the City of Sand City.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Mr. Murray will be available to the City of Sand City by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the City Administrator recruitment on behalf of the City of Sand City is \$17,500. Services provided for in this fee consist of all steps outlined in this proposal, including three (3) days of meetings on site and complete reference and background checks for up to three (3) final candidates.

The City of Sand City will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$7,400. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Sand City.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Sand City.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$17,500
Reimbursable Expenses	
<i>Example costs and approximate amounts include:</i>	
Brochure Design and Printing (\$1,275)	
Advertising (\$3,000)	\$7,400
Background Checks – 3 candidates (\$550)	
Consultant Travel (\$2,000)	
Other expenses – supplies, shipping, clerical (\$575)	
Not-to-Exceed Total	\$24,900

Optional Services

- ✦ Community/Staff Input Forum: \$1,500/day, plus travel expenses
- ✦ Online survey with analysis of results: \$250
- ✦ Additional on-site meeting days: \$1,500/day, plus travel expenses
- ✦ Additional background checks: \$250/candidate
- ✦ Additional reference checks: \$500/candidate
- ✦ Other services: \$250/hour or \$1,500/day

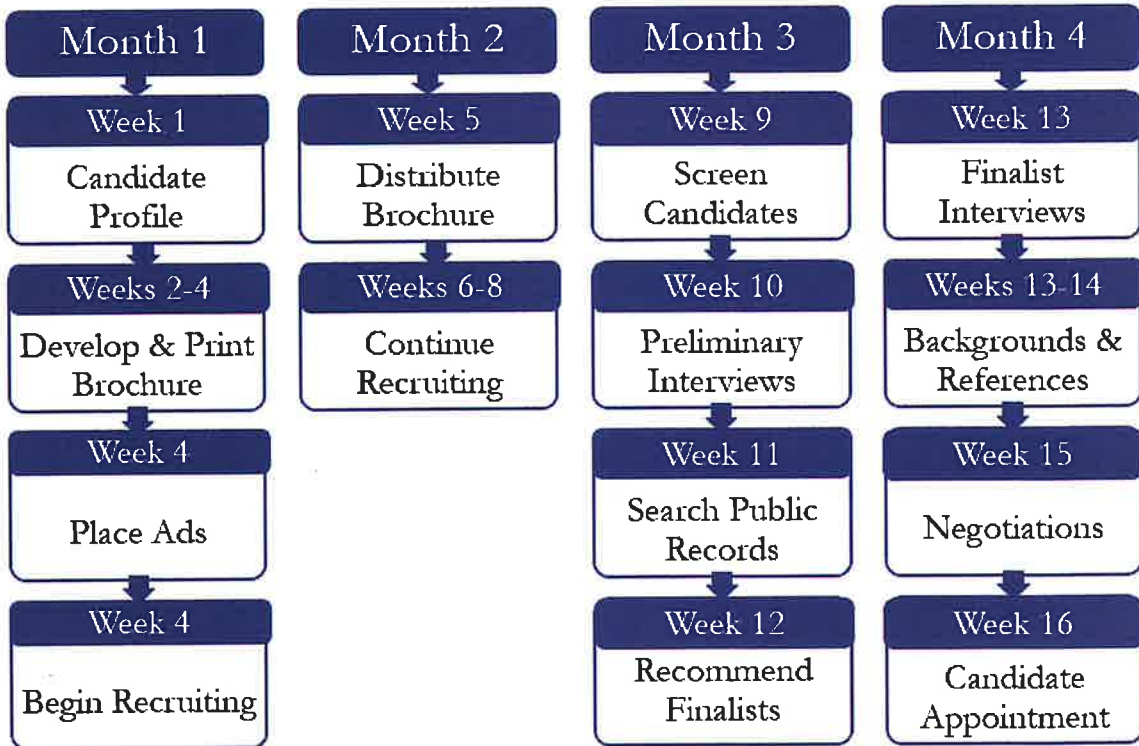
GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the City of Sand City with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Sand City's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Sand City. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of six (6):

- ◆ Bob Murray, *Founder*
- ◆ Valerie Gaeta Phillips, *President*
- ◆ Gary Phillips, *Executive Vice President*
- ◆ Regan Williams, *Vice President*
- ◆ Joel Bryden, *Vice President*
- ◆ Amber Smith, *Principal Recruitment Coordinator*

BOB MURRAY, FOUNDER

Mr. Murray—known simply as “Bob” to his clients and candidates throughout the western U.S.—brings over 40 years’ experience as a recruiter and is recognized as one of the top local government recruiters in the nation. He conducted hundreds of searches for cities, counties, and special districts and was called on to conduct searches for some of the largest, most complex organizations in the country—and some of the smallest. Bob conducted searches for chief executives, department heads, professional and technical positions, taking the lead on many of the firm’s most difficult assignments with great success. His clients retained him again and again, given the quality of his work and success in finding candidates for difficult to fill positions.

As our Founder, Bob currently takes on few searches personally but continues to be an active presence at Bob Murray & Associates, providing valued insight and experience to our team members regarding all aspects of the recruitment process.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 40 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients’ success; she is also active in a variety of industry organizations and in diversity-focused

associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a good "fit" for organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER

Since joining Bob Murray & Associates, Mr. Phillips has completed over 50 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT AND RECRUITER

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 17 years of experience in executive recruitments with our firm. In his time with Bob Murray & Associates, Regan has conducted over 275 executive searches ranging from managers and department heads to City Managers, Executive Directors, and General Managers. If Regan were to have a recruiting specialty, it would be public safety positions: he has personally conducted over 60 Police Chief and 20 Fire Chief recruitments.

Prior to joining Bob Murray & Associates, Regan served as Director of Public Safety with the City of Sunnyvale, CA. He was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. Regan's clients find his prompt and personal attention,

insight, and expertise in recruitment and selection an asset. He is often called upon to recruit for difficult-to-fill law enforcement positions, such as the position of Police Chief or City Manager in challenging political environments.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT AND RECRUITER

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining Bob Murray & Associates in 2012. Throughout his career, Joel has been involved in public sector consulting, with vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

Joel has a solid reputation as a leader in the public sector and his ability to find and evaluate outstanding applicants for our clients is invaluable in the search process. Since joining Bob Murray & Associates, Joel has conducted over 50 recruitments in a broad range of sectors including police, fire, building, planning, city management, and general management. He is often called upon to recruit specialized or difficult-to-fill positions, such as Independent Police Auditor.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University. He is currently based in Walnut Creek, CA.

AMBER SMITH, PRINCIPAL RECRUITMENT COORDINATOR

As Principal Recruitment Coordinator with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. Under the direction of each client's assigned Recruiter, Amber is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team. She also provides leadership for our in-house staff and is an invaluable resource.

Amber brings over a decade of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. Since joining our team in 2013, she has shown a commitment to working as a partner with clients and candidates to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 280
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Sand City:

- California Special Districts Association – *Member*
- California City Management Foundation (CCMF) – *Member*
- International City/County Management Association (ICMA) – *Member*
- League of California Cities – *League Partner*
- League of Women in Government – *Sponsor/Member*
- Municipal Management Association of Northern California (MMANC) – *Sponsor/Member*
- Municipal Management Association of Southern California (MMASC) – *Sponsor/Member*

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, presented by Joel Bryden on behalf of the California Police Chiefs Association
- “Standing Out from the Crowd with Your Online Reputation,” presented by Valerie Phillips at the 2017 MMASC Annual Conference; and
- Organization of Latino Affairs invited speaker, Valerie Phillips for Hispanic Heritage Month

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below.

Client: City of Adelanto, CA
Position: City Manager
Reference: Ms. Cindy Herrera, Interim City Manager, (760) 246-2300 ext.11122

Client: City of Alhambra, CA
Position: City Manager
Reference: Ms. Barbara Messina, Mayor, (626) 570-5010; or Dr. Steven Placido, Vice-Mayor, (626) 570-5010

Client: City of Boulder City, NV
Position: City Manager
Reference: Mr. Bryce Boldt, Administrative Officer, (702) 293-9295

Client: City of Compton, CA
Position: City Manager
Reference: Ms. Shawna Holmquist, Human Resources Analyst, (310) 605-5535; or Ms. Aja Brown, Mayor, (310) 605-5590

Client: City of Covina, CA
Position: City Manager
Reference: Ms. Peggy Delach, Council Member, (626) 384-5410

Client: City of Lompoc, CA
Position: City Manager
Reference: Mr. Gabriel (Gabe) Garcia, Human Resources Manager, (805) 875-8209

Client: City of Madera, CA
Position: City Manager
Reference: Ms. Wendy Silva, Human Resources Director, (559) 661-5481

Client: City of Marysville, CA
Position: City Manager
Reference: Mr. Ricky Samayoa, Mayor, (530) 749-3901

Client: City of Roseville, CA
Position: City Manager (limited scope)
Reference: Ms. Carol Garcia, Former Mayor, (916) 752-6185

Client: City of San Fernando, CA
Position: City Manager
Reference: Ms. Sylvia Ballin, Mayor, (818) 447-7900

Client: City of San Gabriel, CA
Position: City Manager
Reference: Mr. John Harrington, Mayor, jharrington@sgch.org

Client: City of St. Helena, CA
Position: City Manager
Reference: Mr. Alan Galbraith, Mayor, (707) 419-9367

Client: Town of Windsor, CA
Position: Town Manager
Reference: Ms. Deb Fudge, Mayor, (707) 522-8481; or Mr. James Leon, HR Director, (707) 838-5379

We appreciate the City of Sand City's consideration of our proposal and look forward to working with you.



CITY OF LOMPOC, CA

INVITES YOUR
INTEREST IN
THE POSITION OF

CITY MANAGER



THE COMMUNITY

The City of Lompoc is a vibrant and welcoming community on the California Central Coast, acclaimed for its scenic beauty, abundant outdoor murals, fully restored historic mission, and exceptional wines.

Located on the Pacific Coast Highway, 55 miles north of Santa Barbara, 155 miles north of Los Angeles, and 270 miles south of San Francisco, Lompoc spans 11.68 square miles and is home to a population of just over 44,000.

Lompoc is a city filled with a colorful history that traces the early beginnings of California. Local history and heritage come alive through the City's many murals scattered throughout Old Town Lompoc, creating an outdoor art gallery that has become a major draw for tourists. La Purisima Mission, where visitors can step back in time and imagine the way mission life was like in the 1820s, is the most fully restored and furnished of the 21 California missions.

A mild, Mediterranean climate year-round provides plenty of opportunities for adventures such as golfing, biking, hiking, surfing, and even sky diving. The City has plenty to offer, suiting a variety of interests. For active travelers and "staycationers," River Bend Bike Skills Park features five acres of bike riding circuits for all skill levels. For those in pursuit of leisure, Lompoc has a great selection of restaurants, hotels, and shops to choose from. Gourmet eateries, including a modern brew pub, have recently made their home in Lompoc, as well as a new hotel that will add 156 more rooms in the City. Wine enthusiasts can tour the Lompoc Wine Trail through the Santa Rita Hills and along Highway 246 and visit world-renowned vintners in Lompoc's Wine Ghetto that features a unique collection of wineries, tasting rooms, and production facilities.

From a technological perspective, Lompoc is at the vanguard, with Vandenberg Air Force Base providing sites for the Department of Defense, NASA, United Launch Alliance, and Space X. Since 2013, the City has been home to the world headquarters of DenMat, a leader in high-quality dental products for dental professionals in more than 60 countries around the world. Other manufacturing businesses also call Lompoc home. Lompoc continues to grow and expand, particularly in the areas of business and health care. Businesses in need of more space can find a home in the City, as plans are underway to build a 40-acre business/industrial park. A can-do, business-friendly attitude at Lompoc City Hall ensures businesses and development projects are a priority.

The Lompoc Unified School District (LUSD) provides educational facilities to the entire Lompoc Valley. Within city limits, the LUSD maintains nine (9) elementary schools, two (2) middle schools, three (3) high schools, a community day school, a home school program, and an adult education program.

The City of Lompoc offers an abundance of resources, amenities, and a stable housing market, and takes pride in its history, culture, and the natural beauty of its coastal central valley.

A mild,
Mediterranean climate
year-round provides plenty
of opportunities for adventures
such as golfing, biking, hiking,
surfing, and even
sky diving.

The City's unique character and beauty is what makes Lompoc an attractive place to live, work, and visit. For more information about the City, visit www.cityoflompoc.com.

THE ORGANIZATION

Incorporated in 1888, the City of Lompoc is a general law city operating under the Council-Manager form of government. Five council members, including the Mayor, are elected at-large to serve staggered, four-year terms. The City Council serves as the governing and policy making body of the City, responsible for establishing laws and policies in the conduct of city business. The Council also appoints the City Manager and City Attorney.

Lompoc is a full-service city and provides its own services including fire protection, police, school, library, and hospital services. City departments include: City Manager's Office, City Clerk's Office, Economic and Community Development, Fire Services, Building, Human Resources, Library, Management Services, Parks and Recreation, Police, Public Works, and Utilities. The City employs 383 full-time staff and has an overall budget of \$251,271,532 and a General Fund budget of \$67,149,336.

THE POSITION

Under policy direction of the City Council, and as prescribed in the Lompoc Municipal Code, the City Manager plans, directs, organizes, and administers the operations of the City departments; through appointed department heads, plans, directs, and coordinates efficient delivery of the various municipal services and activities; serves as Chief Executive Officer of the City; and performs related work as required. The City Manager is an at-will position appointed by the City Council and serves as the top executive of the City, responsible for the efficient administration of all affairs of the City and for the quality of performance of all functions of the City.

Essential functions of the City Manager include, but are not limited to, the following:



- Provides policy direction to the Economic Development Director/Assistant City Manager and other City Directors in the control and coordination of various City services and activities;
- Provides leadership and works with the management team to develop and retain highly competent, excellent in public-service oriented staff through selection, compensation, training, and day-to-day management practices that support the City's mission, operating plans, and objectives;
- Participates in regional, state, and national meetings and conferences to stay abreast of trends and technology related to municipal programs and operations;
- Meets with, discusses problems, provides information to, plans, and received direction from members of the City Council and the Mayor to develop goals and the planning framework for the City;
- Develops Council meeting agenda with Mayor; attends and participates in all City Council meetings;
- Represents the City and works closely with the City Council, a variety of public, private, and community organizations and citizens groups in developing and implementing programs to achieve City priorities and solve community problems with a focus on meeting those needs effectively, efficiently, and with high-quality municipal services;
- Establishes measurable benchmarks to assess the effectiveness of initiatives undertaken by City staff;
- Directs and coordinates preparation of analyses and recommendations on public policy issues and on short-term and long-range plans for City services;
- Ensures development and execution of the City's strategic plan and two-year budget.
- Ensures laws and ordinances of the City and contracts granted by the City are faithfully observed;
- Makes interpretations of City ordinances, codes, applicable laws, and regulations to ensure compliance, and defines problems and recommends to the City Council legislative action or the adoption of ordinances, resolutions, and initiatives deemed necessary and appropriate for the best interest of the City;
- Advises the City Council on the fiscal integrity of the City and seeks alternative revenue sources from federal and state levels;
- Coordinates the preparation and submission of grant applications;
- Directs and oversees the creation and maintenance of comprehensive, effective human resources and management programs, policies, and systems consistent with the City Council's guidance to improve



City operations and effectiveness;

- Prepares, directs, and oversees the preparation of a wide variety of comprehensive reports and presentation for the City Council, citizen committees, and outside agencies; oversees the preparation of press releases and materials for dissemination to the media and the public; maintains effective relationships with the media;
- Directs and monitors the City's labor negotiations and labor relations programs and initiatives; and,
- Performs related work as required.

THE IDEAL CANDIDATE

The Lompoc City Council is seeking an experienced administrator and proven manager to provide effective leadership while coordinating the activities of a municipal organization. The ideal candidate will be a responsive and service-minded individual with excellent diplomacy, strong interpersonal and communication skills, and a proven track record of consensus building. The ideal candidate will have business and political acumen and will be able to remain objective and apolitical. Preferably, the candidate will have strong budget, finance, and economic development experience, as well as experience with utilities. Additionally, the desired candidate will be someone with the following attributes:

- Transparent; open communication style
- Progressive, outside-the-box thinker
- Positive change agent
- Serves as example to staff, setting a high standard of performance, ethics, and integrity
- Able to motivate, develop, and evaluate across the organization and work with all levels of City staff

The City Manager will be looked upon as an advisor that provides all available options to enable the Council to make well-informed decisions.

- Demonstrates and encourages good customer service
- Good listener
- Friendly and approachable

The Council is seeking an honest and trustworthy, policy-driven individual who is comfortable working closely with and under the direction of the City Council. He or she should communicate directly and openly and be transparent, fair, and equitable in his or her dealings with the Council. The City Manager will be looked upon as an advisor that provides all available options to enable the Council to make well-informed decisions. The incoming City Manager will be expected to take an active interest in the community and maintain effective working relationships with all elected officials, City staff, outside organizations, and the general public. As a representative of Lompoc, the City Manager should be a skilled public speaker and capable of exercising discretion, confidentiality, and tact when dealing with sensitive matters or communicating with internal and external stakeholders.

A strong candidate for this position will have prior experience as a City Administrator or City Manager in an organization similar to size and structure of Lompoc and knowledge of the principles and practices of public administration and finance and budgeting; methods of analyzing, evaluating, and modifying administrative procedures; City government economy and funding sources; principles of management, training, and performance appraisal; modern public relations and personnel practices; pertinent federal, state and local laws, rules, and regulations; city government organization and control; and legislative procedures for city government. A candidate that has dealt successfully with organizational development and recruitment and retention issues will be valued.

Any combination of training, education, and experience which demonstrates an ability to perform the duties of the position, are qualifying. Typically, qualifying would be, possession of a master's degree in Public Administration or other closely related field, and five (5) years of increasingly responsible public sector management experience, preferably at the director level in one or more departments. Experience as a City Administrator or City Manager is highly desirable. Possession of, or the ability to obtain, a valid and appropriate California Driver's License is required.

THE COMPENSATION

The annual salary range for the incoming City Manager is open and dependent upon qualifications. The City also offers an attractive benefits package including:

Retirement – Retirement coverage is available for all employees under the Public Employees' Retirement System (PERS). The City does not participate in Social Security.

Medicare – Employee must pay an amount equal to 1.45% of salary toward Medicare. An equal amount is paid by the employer.

Health Insurance – Health insurance, including medical, dental, vision, and psychological benefits, is available. The City contributes a substantial amount of the premium for employee and family coverage.

Flexible Spending Plan – Flexible spending plan is available which allows employees to set aside pre-taxed dollars for reimbursement of out-of-pocket health care expenses and child/elder care costs.

Savings Plan – Saving plans are available to employees through a deferred compensation program and a Credit Union.

Life Insurance – Effective after six (6) months of employment, life insurance in an amount equivalent to one year's annual salary is

provided. The City pays 100% of the premium. Additional coverage for employee is available at group rates.

Long-Term Disability Insurance –

Effective after six (6) months of employment, the employee is eligible for insurance. The City pays 100% of the premium.

Holidays – 11 paid holidays are observed per year, plus one (1) floating holiday.

Vacation – Vacation is accrued at 10 days per year, increasing with City service.

Management Leave – Eight (8) days of management leave is accrued per year.

Sick Leave – Sick leave is accrued at the rate of one (1) day per month, with unlimited accumulation.

Bilingual Pay – Bilingual Oral Communication and Written Communication Skills Pay available.

Tuition Reimbursement – Reimbursement of tuition costs is available for job related college courses.

Auto Allowance – Auto allowance available for the City Manager.

TO APPLY

If you are interested in this outstanding opportunity, please visit our website at www.bobmurrayassoc.com to apply online.

Filing Deadline:

March 23, 2018

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray and Associates. Candidates will be advised of the status of the recruitment following finalist selection. Finalist interviews will be held with the City of Lompoc. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval.

If you have any questions, please do not hesitate to call Mr. Gary Phillips at:

(916) 784-9080

AGENDA ITEM

4B

**CITY OF SAND CITY
RESOLUTION SC _____, 2019**

RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH EXECUTIVE SEARCH AND CONSULTING FIRM FOR AN AMOUNT NOT TO EXCEED \$30,000

WHEREAS, former Sand City City Administrator Todd Bodem, resigned effective September 29, 2018; and

WHEREAS, the City Council issued a Request for Proposals ("RFP") on **November 20, 2018** requesting proposals by Executive Search firms to assist in the City's recruitment of a new City Administrator (Attached hereto as Exhibit B); and

WHEREAS, five search firms responded to the RFP with proposals to provide for the recruitment of a new City Administrator; and

WHEREAS, the Mayor and Interim City Administrator reviewed the proposals received and found that the proposals submitted by the firms of William Avery & Associates and Bob Murray & Associates were the best value; and

WHEREAS, the City Council held a Special Meeting on Tuesday, January 22, 2019 to hear presentations by William Avery & Associates and Bob Murray & Associates; and

WHEREAS, the City desires to enter into a contract with the Executive Search and Consulting Firm of XXXXX to assist in its efforts to locate a new City Administrator.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Sand City as follows:

That the Interim City Administrator is authorized to execute a Professional Services Agreement with the Executive Search and Consulting Firm of XXXXX attached hereto as Exhibit A, in an amount not to exceed \$30,000 (Administrative-Contingency Acct. 5131-01), to recruit for the position of City Administrator for the City of Sand City.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that

- 1) The Executive Search and Consulting Firm of XXXXX shall perform the Scope of Services as outlined in the Request for Proposal attached hereto and incorporated herein.
- 2) The Executive Search and Consulting Firm of XXXXX, will maintain a current Sand City Business License for the duration of this contract.

PASSED AND ADOPTED by the City Council of Sand City on this 22nd, day of January, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT

Executive Search and Consulting Firm

Of

XXXXXXXXXX

**CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT**

This PROFESSIONAL SERVICE AGREEMENT (PSA) ("AGREEMENT"), is made and effective as of _____ between the City of Sand City ("CITY"), a municipal corporation and _____ [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____ unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, contractor shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. CITY MANAGEMENT

The City Administrator or acting City Administrator (combined "City Administrator") shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. The City Administrator shall be authorized to act on CITY's behalf and to execute all

necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ dollars (\$____.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Administrator. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Administrator and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Administrator may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed five-thousand dollars (\$5,000.00). Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

- B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Administrator or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the CITY with a written plan for the cure of the default, the CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities

related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence.

B. Duty to defend

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall defend the CITY at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and

CITY, as to whether liability arises from the sole or active negligence of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any

proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall be brought and maintained in the Superior Court of the State of California in and for the County of Monterey.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. WORK SCHEDULED/TIME OF COMPLETION

CITY and CONSULTANT agree that time is of the essence in this AGREEMENT. CITY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure CITY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, CITY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$__.00) per day for each and every day such performance is late or delayed. CITY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, CITY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each

party hereto is familiar with and understands the obligations of said Section of the Government Code.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or CITY, unless expressly agreed to in writing.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF SAND CITY

Interim City Administrator

ATTEST:

Linda Scholink, Director of Administrative Services/City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

[insert tasks; schedule of performance; equipment and facilities City will provide if any]

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

Note: Verify minimum limit for each coverage with City Administrator.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT. .

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must

be approved by City Administrator prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Administrator.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

City's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D
REQUEST FOR PROPOSAL

EXHIBIT E
CONSULTANT'S PROPOSAL

EXHIBIT B

**REQUEST FOR PROPOSAL- CITY ADMINISTRATOR
EXECUTIVE SEARCH ASSISTANCE**

Subject: Request for Proposal – City Administrator Executive Search Assistance

The City Council of Sand City is recruiting for a new City Administrator. They desire to retain the services of an Executive Search firm to assist in this recruitment. We are inviting you to submit a proposal in this regard.

The successful respondent will report to the City Council Budget and Personnel Sub-committee, who will direct and provide oversight for this recruitment. I will be assisting the Sub-committee and the City Council.

This request is for a full-service executive search effort with three separate components, which include:

1. All aspects of the recruitment for City Administrator, including advertisement / brochure development, identification of potential candidates, recruitment, initial screening of candidates for interview, and a candidate profile for each finalist to be interviewed by the City.
2. Assessment and testing components necessary to develop a list of finalists for the City Council's consideration and reference checking on final candidates as determined by the City Council. Finalist(s) will be presented by the City Budget and Personnel Committee to the City Council for consideration for appointment. An in-person presentation before the City Council describing your planned recruitment process may be required..
3. The selected firm will complete initial negotiations with finalists on compensation and terms of hire.

If you are interested in submitting a proposal for this recruitment, please forward your proposal with not-to-exceed costs on the above aspects of the recruitment. Your proposal should identify by line item the following costs:

1. Professional Services associated with this recruitment to include negotiations with finalist.
2. Travel and per diem expenses
3. Advertising costs
4. Brochure
 - a) design costs
 - b) printing costs

The proposal should include a timeline for conducting the recruitment, assessment, and testing, as well as your proposed strategy for seeking qualified candidates. How you will develop an understanding of the unique qualifications the new City Administrator must possess to successfully lead Sand City should also be addressed in your proposal.

The proposal must also include a list of other City Manager/Administrator recruitments conducted by your firm and their outcomes in the past 2 years, client references (including contact information), and the qualifications of those staff members intended to work on this project including their specific experience in conducting City Manager/Administrator recruitments. A copy of the City's standard professional services agreement, including our required insurance and indemnification provisions, is attached.

The City Council realizes that many firms are heavily committed with other recruitments. The Council would like to have the new City Administrator on board by June 30 but understands that finding the right candidate is the true measure of success. We request that you include your anticipated schedule for the recruitment in your response.

Your response should be forwarded to the City Clerk, City Hall, 1 Pendergrass Way, Sand City, Ca. 93955 no later than Friday, December 14, 2018 at 5:00 pm. We welcome your response by fax at (831) 394-2472, or e-mail at fmeurer@sandcityca.org with an original to follow by mail.

I can be reached at (831) 596-1688, if you have any questions regarding this request for proposal.
Sincerely,

Fred Meurer
Interim City Administrator

**See EXHIBIT A
For Entire Copy of
Professional Services Agreement**

**CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT**

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This AGREEMENT shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____ unless sooner terminated pursuant to the provisions of this AGREEMENT.

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CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, contractor shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. CITY MANAGEMENT

The City Administrator or acting City Administrator (combined "City Administrator") shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. The City Administrator shall be authorized to act on CITY's behalf and to execute all