City of Carson
Report to Mayor and City Council

November 6, 2013
New Business Discussion

SUBJECT: CONSIDER AWARDING A CONTRACT FOR EXECUTIVE SEARCH PROFESSIONAL SERVICES

Submitted by William W. Wynder City Attorney	Approved by Jacquelyn Acosta Acting City Manager

I. SUMMARY

On October 3, 2013, the City issued a Request for Proposals ("RFP") P13-09 for City Manager Recruiting Services. The RFP had a submission deadline of October 31, 2013 at 2:30 p.m. (Exhibit 1). The City initially distributed the RFP to 11 executive search firms and further published the RFP on its web site (Exhibit 2).

By the appointed hour, the City Clerk's office had received five (5) responses to the RFP. One responding firm advised that, due to its "current workload," it would not be submitting a proposal (Exhibit 3).

Four (4) firms submitted written proposals for City Manager executive search services (Exhibit 4, attaching responding proposals in alphabetical order). They are *Citigate Associates, LLC*, out of Folsom, California, *Colin Baenziger & Associates*, out of Wellington, Florida, *The Hawkins Company*, out of Los Angeles, California, and *The Novak Consulting Group*, out of Cincinnati, Ohio.

II. RECOMMENDATION

CONSIDER and PROVIDE direction.

III. ALTERNATIVES

1. Authorize the City Attorney to negotiate a professional services agreement with *The Hawkins Company* for an amount not to exceed $25,000.00 (***including*** expenses) basis.

2. TAKE such OTHER action as the City Council deems appropriate consistent with the requirements of law.

3. TAKE no action on this item.

IV. BACKGROUND

On October 3, 2013, the City issued its RFP for City Manager Recruiting Services. The RFP advised that the awarding of a contract will be based upon a review and evaluation by the Office of the City Attorney and approval by the Carson City Council.

The following evaluation criteria, not listed in order of significance, were utilized in evaluating the four (4) responding proposals:

General approach and plans to meet the requirements of the RFP as well as overall ability to successfully complete the project within the stated schedule.

Qualification and experience of personnel.

The Consultant's past performance on recruitment projects of similar positions.

Total cost.

Proposers were further advised that the City anticipated awarding a lump sum, not-to-exceed, contract and attached the sample contract any successful vendor would be expected to sign (Exhibit 5). Finally, the RFP advised that any final contract scope and schedule would be negotiated with the selected vendor after the award of contract. Importantly, the RFP advised that its issuance did not obligate the City to contract for the services specified herein.

Having reviewed and evaluated the proposals received, the Office of the City Attorney is of the considered opinion that *The Hawkins Company* is the most appropriate of the proposing vendors to be awarded the contract, but that the City Council should authorize our office to negotiate a not to exceed $30,000.00 (and not the $34,000.00 being proposed by this vendor) contract services agreement.

The monetary proposals from each responding vendor are as follows:

Citygate Associates, LLC	$16,500 fee & $7,000 expenses
Colin Baenziger & Associates	$20,000 fee & $750 expenses
The Hawkins Company	$30,000 fee & $4,000 expenses
The Novak Consulting Group	$21,750 fee & $1,600 expenses

Three of the firms have specifically warranted that, should the candidate hired for the City Manager position leave within one (1) years of hiring, the proposing vendors will conduct a second search at no charge to the city of Carson. Only *The Novak Consulting Group* made no mention of a "warranty," but we feel certain that one could be negotiated with this firm if selected.

Section 2610 of the Municipal Code provides that "[p]rocurement of services of more than $25,000 shall be approved by the City Council: (a) . . . procurement of services of an estimated value of $25,000 or more shall require at least three (3) written proposals." Government Code § 4526, provides that "[n]otwithstanding

any other provision of law, selection by a state or local agency . . . [of] professional services . . . shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required." Price can be considered and fee information solicited, but the award of contract may not be made solely on the basis of price alone (Gov. Code § 4526; see also, *Swanton v. Corby* (1940) 38 Cal.App.2d 227, 229).

While *The Hawkins Company* is the highest monetary proposer, it is also an executive search firm located in Los Angeles County. One of challenges of the last executive search effort was the distance between the search firm and the city of Carson. That made it difficult for the search firm to meet with each Councilmember and to be present during the Council interviews of finalist candidates.

The Hawkins Company also has demonstrated experience in public agency placements in the greater Los Angeles County area. Finally, *The Hawkins Company* provided the "shortest" time-line to undertake and complete an executive search for a new City Manager.

The City Council has repeatedly and publically expressed the importance of an expeditious as well as comprehensive executive search effort, and the Council may want to consider the time line proposed by *The Hawkins Company* which has the hiring of a new City Manager in early March, 2014.

However, because the selected vendor works directly with and for the City Council in this executive search process, we have attached all of the vendors' proposals and it rests with the sound discretion of the City Council whom, of these vendors, with which to negotiate a professional executive search agreement.

V. FISCAL IMPACT

Funds will need to be allocated to cover the costs of these professional services because such funds are not presently budgeted.

VI. EXHIBITS

1. Request for Proposals. (pgs. 4-9)
2. List of Vendors to Whom RFP Was Transmitted. (pg. 10)
3. Letter from Bob Murray & Associates. (pg. 11)
4. Responding Vendor (in alphabetical order). (pgs. 12-38)
5. Template Consultant Services Agreement. (pgs. 39-46)

October 3, 2013

Dear Prospective Consultant:

The City of Carson, located in Los Angeles County, California, is soliciting proposals from qualified consulting firms for City Manager recruiting services. The City is seeking a consultant with expertise in recruiting services. The ideal firm will have experience and expertise in executive searches in the public sector. Demonstrated experience and expertise in writing and presenting reports for local government officials is required, including the development of findings, conclusions and recommendations.

The enclosed Request for Proposal (RFP) describes the organization, the services needed, the required content of the proposals, the methodology by which the proposals will be evaluated, and other conditions and requirements.

A signed original and six copies of the proposal must be submitted to Donesia Gause, City Clerk, Carson City Hall, 701 E. Carson Street, Carson, CA, 90745, no later than 2:30 p.m. on October 31, 2013. The proposals will be opened at that time in the office of the City Clerk.

If you have any questions about this request for proposals, please contact William W. Wynder, City Attorney, wwynder@awattorneys.com or at (949) 223-1170. The RFP is also available on the City of Carson's website at http://ci.carson.ca.us.

Sincerely,

William W. Wynder
City Attorney

cc: Honorable Mayor and Councilmembers
Jackie Acosta, Acting City Manager

Enclosures

EXHIBIT NO. 01

City of Carson
Request for Proposals – RFP No. P13-09
City Manager Recruiting Services

Proposed Solicitation

The city of Carson, hereinafter referred to as the "city," is soliciting proposals for City Manager Recruiting Services. It is the City's intent to select an experienced Firm/Individual to recruit candidates for the city's City Manager position.

Qualified firms, hereinafter referred to as "Consultant(s)," which meet the requirements set forth in this Request for Proposal are encouraged to submit proposals in response to this RFP.

Technical questions regarding this RPF should be submitted in writing and should be directed to William W. Wynder, City Attorney, wwynder@awattorneys.com. Phone calls will be accepted for general questions @ (949) 223-1170. Introductions or other conversations by phone will not be accepted.

General Information about the City

The city is part of the South Bay section of Los Angeles County, California, located less than 20 miles south of downtown Los Angeles. Carson is a culturally-diverse community that has a population of nearly 100,000 and is 19.2 square miles in size.

Carson was incorporated as a General Law city on February 20, 1968. The city operates under the Council-Manager form of government, with an elected Mayor, a Mayor *Pro Tem*, three Councilmembers, and an appointed City Manager. The City Council meets on the first and third Tuesday of each month, unless otherwise scheduled. Other elected city officials include the City Clerk and City Treasurer.

The city is organized into 5 departments namely, City Administration, Administrative Services, Public Works, Community Services, and Community Development.

The general fund budget of the city for FY 2012/13 was $65 million.

Funding and Cost

A lump sum fee shall be negotiated with the finalist. It is anticipated that the contract will be for a not-to-exceed lump sum amount including expenses. A cost proposal is required as part the submission. During the final selection process, the city will discuss available funds and a firm scope of work that will meet the city's objective within the funds available.

Schedule

The city requests all work performed under the contract be completed by the Consultant within sixty (60) calendar days of receiving the notice to proceed. This schedule shall be negotiated and discussed with the selected Consultant.

Consultant Qualifications

Although the city is seeking a Consultant with a general expertise in recruiting services, the ideal firm will have experience and expertise in executive searches in the public sector. Demonstrated experience and expertise in writing and presenting reports for local government officials is required, including the development of findings, conclusions and recommendations.

Proposal Submission and Award

Consultant shall submit one signed original and six (6) copies of its response(s) to the RFP. All proposals and accompanying documentation will become property of the city and will not be returned. Proposals submitted by fax or e-mail are **not acceptable**. The awarding of a contract will be based upon a review and evaluation by City staff in consultation with the Office of the City Attorney, and approval by the Carson City Council. Written submittals and oral presentations, if necessary, may be utilized in selecting the most qualified proposer.

The following evaluation criteria, not listed in order of significance, will be used:

- General approach and plans to meet the requirements of the RFP as well as overall ability to successfully complete the project within the stated schedule.
- Qualification and experience of personnel.
- The Consultant's past performance on recruitment projects of similar positions.
- Total cost.

The final selection, if any, will be based on that proposal which, in the opinion of city evaluators and the Carson City Council, best meets the requirements set forth in the RFP and is in the best interest of the city.

Proposals are due no later than Thursday, October 31, 2013 at 2:30 p.m. (Pacific Time)

There will be no "pre-bid conference" or formal "bid opening." Proposals received by the deadline will be reviewed by the city and selected firms may be invited to meet with city officials to discuss their proposal. Respondents shall allow sufficient delivery time to ensure receipt on or before the deadline. Respondents assume the risk for the delivery method chosen. The city assumes no responsibility for delays caused by any delivery service. All submittals and accompanying documentation become the property of the city, become public information at the conclusion of the recruiting process, and will not be returned.

Contracts

The city anticipates a lump sum, not-to-exceed contract that will accomplish the subject recruitment. The final contract scope and schedule will be negotiated with the selected Consultant. Please note terms and conditions provided in the sample contract. Consultants should carefully review the Sample Contract to determine the stated requirements and terms. One original copy of the submitted proposal will require an original signature.

The Consultant shall specifically stipulate that the proposal is predicated upon acceptance of all terms and conditions set forth in this RFP. Consultant should be prepared to accept the incorporation of their proposal into a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the city. This RFP does not obligate the city to contract for the services specified herein.

Timeline

This is to provide interested firms information about the schedule anticipated by the city. This is an estimated timeline only and may change.

RFP Release Date: 03 October 2013
Proposals Due: 31 October 2013
Evaluation process completed: 30 November 2013
Interviews: (tentative, may or may not be scheduled)
Award of contract to Consultant: 03 December 2013
Work Begins: 16 December 2013

Revisions to RFP

The city reserves the right to modify this RFP and/or cancel or reissue this REP, in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, it shall be the responsibility of the interested firms to obtain a copy of the addendum. The city shall make efforts to reach interested firms, but the responsibility shall be on the firms to ensure that they have obtained current material.

Acceptance Period

Submittals shall be good for 60 days from the due date of proposals. Firms that take exception to this will be considered non-responsive and will be rejected.

Rejection of Submittals

The city reserves the right, in its sole discretion, to reject any and all proposals received without penalty and not to issue a contract as result of the RFP. The city also reserves the right, in its sole discretion, to waive minor administrative irregularities contained in any proposal submitted.

Responsible Consultant Criteria

The city shall consider only responsible Consultants/Firms. Responsible Consultants/Firms are those that have, in the sole, unfettered judgment of the city, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The city may also consider references, financial stability, and any other information available to the city. Consultants/Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit. The final selection, if any, will be that Consultant/Firm which, in the opinion of the city, after review of all submissions by staff and approval by the City Council, best meets the requirements set forth in the RFP and is in the best interest of the city.

Obligation to Contract and Costs

This RFP does not obligate the city to enter into any contract for services specified herein. The city will not be liable for any costs incurred by the Consultant/Firm in preparation of a proposal in response to this RFP, in the conduct of a presentation, or any other activities related to responding to this RFP.

Examination of RFP

The submission of a response shall constitute an acknowledgement upon which the city may rely that the Consultant thoroughly examined and is familiar with the requirements, and has reviewed and inspected such applicable statutes, regulations, ordinances or resolutions dealing with or related to the services to be provided. Failure or neglect of a proposer to examine such documents, statutes, regulations, ordinances or resolutions, shall in no way relieve the proposer from any obligations with respect to the offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the same.

Proprietary Information/Public Disclosure

Material submitted in response to this RFP shall become the property of the city. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the city and the Consultant; thereafter the proposal shall be deemed public records as defined in California state law.

Communication with the City

All communications regarding this RFP are restricted and may only be made through William W. Wynder, City Attorney, as directed in the RFP. Any oral communications will be considered unofficial and non-binding on the city. The city is not bound by information, clarifications, or interpretations from other city officials or employees except as directed in the RFP. Consultants should not contact any city officials or employees other than the specified city contact as directed in this RFP. Failure to observe this requirement may be grounds for rejection of the firm's proposal. Interested firms may submit inquiries to the city prior to the submittal deadline. Following submittal, the city will not receive additional requests, inquiries or information from

any Consultant. The only requests that the city will respond to shall be for information regarding the anticipated award date and/or a list of companies that submitted.

Submittal Requirements

Consultant is specifically notified that failure to comply with any part of the Request for Proposal may result in rejection of the proposal as non-responsive. All proposals must be on eight and one-half by eleven (8 ½ x 11) inch paper. Responses are to be no more than five (5) pages long. At a minimum, the city requires that Consultant proposals address all criteria in this section and the Scope of Work section. Proposals shall be prepared in three (3) parts as follows:

1. **Scope of Work:**
   - The work plan proposal must contain all work requirements necessary to accomplish the City Manager recruitment. It will outline the proposed approach, methodology, work plan and schedules to accomplish the task.
   - State and describe as completely as possible, the proposed approach, methodology, work plan and schedules, as well as required involvement of city staff, if any.

2. **Consultant Specifications:**
   The proposal must contain the following information:
   - General and legal information about the individual or firm, including name, legal status, SSI or EIN Number, UBI Number, etc.
   - Contact information including address, telephone, email, and fax, etc.
   - Similar Past Experience: Demonstrated background of the firm and of key personnel with the following:
     - A list of at least three client references, including names, addresses and telephone numbers and briefly describe the type of service (scope) required and date the project was completed. Consultant must grant the city permission to contact all references provided.

3. **Cost proposal:**
   - Identify all costs Consultant will charge for performing the tasks necessary to accomplish the objective of the RFP. The costs must breakout all expenses expected to be billed to the city.

4. **Scope of Work:**
   1. Develop a City Manager position profile.
   2. Create an advertising campaign (based on profile).
   3. Recruitment of candidates (direct mail, cold calls, etc.).
   4. Pre-screen candidates (may include telephone interviews, public records search, etc.).
   5. Recommend five (5) to seven (7) viable candidates based on the position profile to the City Council.
   6. Based on City Council feedback and comments, recommend at least three (3) finalists to City Council for interview.

CITY MANAGER RECRUITMENT SERVICES
RFP P10-09
VENDORS LIST

ALLIANCE RESOURCE CONSULTING, LLP
ATTN: SHERYILL UYEDA
400 OCEANGATE, STE., #510
LONG BEACH, CA 90802
(562) 901-0769
(562) 901-3082 - FAX

BOB MURRAY & ASSOCIATES
ATTN: AMANDA SANDERS
1677 EUREKA ROAD, STE., #202
ROSEVILLE, CA 95661
(916) 784-9080
(916) 784-1985 - FAX

THE DAVIS COMPANY
ATTN: MICHAEL DAVIS
555 UNIVERSITY AVE., SUITE 116
SACRAMENTO, CA 95825
(916) 562-9510, & 916/567-7510
(916) 567-9540 - FAX

THE HAWKINS GROUP
BILL HAWKINS
8939 S. SEPULVEDA BLVD., SUITE 110-216
LOS ANGELES, CA 90045
(310) 348-8800
(925) 833-8840 - FAX

KOFF & ASSOCIATES, INC
6400 HOLLIS STREET #5
EMERYVILLE, CA 94608
(510) 658-5633
(510) 652-5633 - FAX

PECKHAM & MCKENNEY
6700 FREEPORT BLVD. STE.,203
SACRAMENTO CA, 95822
(916) 391-2233
(916) 391-2255 - FAX

RALPH ANDERSON & ASSOCIATES
HEATHER RENSCHLER
5800 STANFORD RANCH ROAD, STE.,# 410
ROCKLIN, CA 95765
(916) 630-4900
(916) 630-4911 - FAX

ROBERTS CONSULTING GROUP, INC.
ATTN: NORM ROBERTS
P.O. BOX 16692
BEVERLY HILLS, CA 90209
(818) 783-7752
(818) 783-6377 - FAX

TERI BLACK & COMPANY
ATTN: TERI
4232 PASCAL PLACE
PALOS VERDES PENINSULA, CA 90274
(310) 377-2612
(310) 377-1362 - FAX

WILCOX MILLER NELSON
ATTN: KATHY
2277 FAIR OAKS BLVD.
SACRAMENTO, CA 95825
(916) 977-3700
(916) 977-3733 - FAX

WILLIAM AVERY & ASSOCIATES, INC.
3-1/2 N. SANTA CRUZ AVENUE, STE., A
LOS GATOS, CA 95030
(408) 399-4424
(408) 399-4423 - FAX

EXHIBIT NO. 02

BOB MURRAY
& ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH

RECEIVED
CITY CLERK
13 OCT 30 PM 2:11
CITY OF CARSON

October 14, 2013

Mr. William Wynder
City of Carson
701 East Carson Street
Carson, CA 90749

Dear Mr. Wynder:

Thank you for inviting Bob Murray & Associates to submit a proposal for the position of City Manager. Due to our current workload, we respectfully decline your offer to submit a proposal at this time. Please do not hesitate to contact us for future proposals.

Sincerely,

Bob Murray

Bob Murray

EXHIBIT NO. 03

phone 916·784·9080
fax 916·784·1985
1677 Eureka Road, Suite 202
Roseville, California 95661

11

CITYGATE ASSOCIATES, LLC

■ FOLSOM (SACRAMENTO) MANAGEMENT CONSULTANTS ■

■ ■

PROPOSAL TO CONDUCT EXECUTIVE RECRUITMENT AND SEARCH SERVICES FOR THE POSITION OF CITY MANAGER FOR THE

CITY OF CARSON, CA

October 30, 2013

■ ■

12

EXHIBIT NO. 04

CARSON California

■ 2250 East Bidwell Street, Suite 100 ■ Folsom, CA 95630
(916) 458-5100 ■ Fax: (916) 983-2090

CITYGATE ASSOCIATES, LLC

CITYGATE ASSOCIATES, LLC

3250 East Bidwell Street, Suite 100 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

October 30, 2013

Donesia Gause
City Clerk
Carson City Hall
701 E. Carson Street
Carson, CA 90745

RE: EXECUTIVE RECRUITMENT AND SEARCH SERVICES FOR THE POSITION OF CITY MANAGER

Dear Donesia Gause:

Citygate Associates, LLC is pleased to present our proposal to provide Executive Recruitment and Search services for the position of City Manager for the City of Carson. We believe you will find our firm's experience and skill in performing executive searches particularly compelling. We have prepared our 5-page proposal in conformance with the format requested in the City's RFP. The three requested sections are provided after a brief firm introduction below:

Citygate Associates, LLC, founded in 1990, is dedicated to providing executive search and recruitment services for public sector agencies. Citygate's mission is "The Business of Better Government." Citygate specializes in local government management consulting, and through our "Virtual City Hall" model, our firm provides consulting services across the full array of local government functions. Citygate Associates has conducted nearly 300 studies and evaluations designed to improve the delivery of government services to communities throughout the United States. Our vast experience with all aspects of city and county management ensures you that we have an in-depth understanding of the challenges faced by the City of Carson. Through this extensive consulting experience, we have expertise with writing and presenting reports for local government officials, particularly with the development of findings, conclusions, and recommendations.

Steven A. Harman will be the Project Manager for this assignment. Mr. Harman retired as Director of Human Resources for the City of Livermore, CA and joined Citygate Associates. He has more than thirty-seven years of public sector human resource management experience. He has conducted numerous executive searches during his career. He regularly teaches seminars and workshops in recruitment and assessment. Mr. Harman has served two terms on the Board of Directors for the International Public Management Association for Human Resources (IPMA-HR), an international professional association for public sector human resource professionals, and is well-versed in the challenges of managing a professional association. Steve holds an IPMA-CP, the highest level of certification offered to public sector human resource professionals. With Citygate, Steven Harman is a provider of executive search services for the City of Los Angeles and regularly conducts recruitments for hard-to-fill and controversial assignments.

1. SCOPE OF WORK

Citygate Associates operates on the premise that no two executive searches are the same. Each engagement we undertake is custom-designed to meet the specific and unique needs of our client.

Our approach to conducting a successful executive search for the City Manager is summarized below, and fully conforms to the requested elements in the City's RFP. For ease of reading, we have indicated the Scope of Work

number from the RFP that each of our steps addresses. This proposal is predicated upon acceptance of all terms and conditions set forth in the City's RFP. We can perform this executive search in 60 days, as requested by the City. Upon selection, we will prepare a work schedule designed to meet the City's needs and consistent with the RFP.

Step 1 – Developing the Candidate Profile *(RFP Scope Item 1)*

Needs Assessment – Finding the right person for a position is a matter of investing time and energy in getting to know and understand your organization's strategic goals, its unique organizational culture, and current and future objectives. We will invest a considerable amount of time working with the City Council and other designated stakeholders to develop a comprehensive candidate profile, job description and applicant qualifications that identify the key qualities necessary for superior performance on the job. Specifically, we will meet with each of the City Council Members and others designated by the Council to obtain this information.

Step 2 – Recruitment Strategy *(RFP Scope Item 2 and 3)*

Recruitment Brochure – Citygate's Project Manager will work closely with the City and the identified position stakeholders to develop an effective and attractive recruitment brochure that reflects the positive values and culture of the organization. The recruitment brochure will contain critical information including a description of the organization's values and culture, the "ideal candidate profile," job qualifications, compensation and benefits, details about the application process and the recruitment schedule. A draft recruitment brochure will be presented to the City for review, comment and approval before publication.

Recruitment Plan – Working in close consultation with the City, we will develop a comprehensive recruitment strategy – one that is based on the "value proposition" of the position. Each position has a unique "value proposition" that qualified applicants will find compelling and motivates them to apply. The "value proposition" will be based on the positive qualities of your organization and the challenges and opportunities that the position presents to qualified applicants. The "value proposition" will be prominently displayed in our recruitment ads and brochures. Based on the direction of the Contract Officer, this plan can reflect a statewide or nationwide recruitment.

Applicant Outreach – Citygate Associates makes use of a broad range of technologies to reach a wide audience of potential applicants. For example, we extensively use electronic mailing lists of professional associations as an initial way to contact potential applicants. We also use a number of web sites that have proven to be an effective source of qualified applicants in previous searches. Executive searches are also posted on our web site (www.citygateassociates.com).

Citygate Associates is particularly sensitive to the importance of diversity and our recruitment plan will use outreach methods to ensure we present a diverse pool of qualified applicants. We will achieve this through extensive outreach to ethnic- and gender-based professional associations throughout the region. We will follow up our outreach efforts with direct phone calls to potential applicants to gauge interest and to solicit applications. Our staff has extensive local government contacts and we use those contacts in our recruitment practice, particularly in terms of obtaining applicant referrals. A significant component of our recruitment strategy is making direct contact with potential applicants. We will invest considerable time and energy in applicant outreach. We rely heavily on our established industry contacts as a major source of potential applicants and referrals. The recruitment brochure will be mailed to potential applicants and public agencies throughout the area. We will also send the brochure electronically via e-mail to potential applicants who we contact or have been referred to us by others.

Advertisements – The Citygate Project Manager will prepare ads for placement in various media strategically selected to reach a wide audience of potential applicants. The media we select to place advertisements are

industry-specific to the City Manager position, and will include *Jobs Available, ICMA,* or *Western Cities.* We strongly recommend the use of web sites of professional organizations for advertising.

Step 3 – Applicant Screening and Assessment *(RFP Scope Item 4)*

Prospect Identification – Each application will be carefully reviewed and the applicant's stated qualifications will be evaluated against the established screening criteria as listed in the recruitment brochure in terms of educational qualifications, nature and type of prior work experience, record of achievements, interest and motivation for the position. Citygate's Project Manager will personally screen all the applications to ensure that minimum qualifications are met and documented. The most qualified applicants are selected for further consideration based on their qualifications. The selected candidates are then scheduled for a screening interview with Citygate's Project Manager.

The Project Manager's interviews with the selected candidates are comprehensive, and will obtain critical information about their achievements, motivation, organizational fit, management and leadership style, as well as a detailed review of their employment history. Interviews are face-to-face with the Citygate Project Manager. In the event it is not possible to conduct a face-to-face interview, Citygate's Project Manager will conduct a telephone or video interview.

At this stage, we will conduct a preliminary reference check on those candidates determined to be the most qualified. We will be sensitive of the need for confidentiality and respect the wishes of applicants regarding contacts with their current employer if such contact potentially jeopardizes their employment.

Step 4 – Candidate Referral and Client Interview *(RFP Scope Item 5 and 6)*

Presentation of Prospects and Prospect Evaluation – We will provide the City's Project Manager with a detailed written report which includes at least five to seven recommended finalists, a narrative describing the results of our extensive assessment of each recommended finalist's work experience, skills and abilities, leadership and management competency, and achievements. The report will include a summary of the reference checks along with copies of the application materials. Once the City decides whom to consider further, we will coordinate and schedule final applicant interviews, assist in developing an interview process and keep the finalists informed of their status in the selection process.

Applicant Interviews – At the City's request, we will design a final interview process. We can prepare interview questions and rating forms. We will also notify all applicants, including the non-selected applicants, in a professional and dignified manner.

Step 5 – Appointment

Background Investigations of Applicants – Prior to the final appointment, Citygate Associates will coordinate the final background check. This may include motor vehicle license check, additional reference checks, verification of educational qualifications and a criminal conviction record check. Citygate Associates uses the services of a third-party licensed investigatory firm to conduct background checks. We recommend this approach because of legal requirements pertaining to the conduct of such investigations. This service is billed separately and is not included our fees and expenses. The typical cost for this service is about $300 per candidate.

Negotiations – Citygate Associates will assist in handling delicate salary and benefit negotiations necessary to finalize an appointment.

Notification – Once a final appointment has been made, Citygate Associates will notify all applicants who were not selected.

2. *CONSULTANT SPECIFICATIONS*

Name: Citygate Associates, LLC
Legal Status: Limited Liability Corporation
Address: 2250 East Bidwell St., Ste #100
Folsom, CA 95630

Telephone Number: (916) 458-5100
Email: admin@citygateassociates.com
Fax: (916) 983-2090
EIN: 68-0447080
UBI Number: Will obtain upon selection

Firm Qualifications

When it comes to selecting a recruitment firm we know there are many choices available. What sets Citygate Associates apart is that all of our consultants have many years of executive-level public agency experience in the areas of city and county management, public safety, community development and land use planning, economic development, and human resources. We understand the challenges and opportunities that face public agencies, and we bring our varied backgrounds and experiences to help you identify the best person for your job!

Unlike most other search firms, Citygate Associates' extensive knowledge of local government through over 300 consulting engagements puts us in the enviable position of working with some of the leading public sector managers in the country. It is through our extensive and well developed industry contacts that we are able to identify and recruit candidates that meet our client's specific needs and expectations. Other recruitment firms tend to rely on their databases of individuals they have recruited from other searches. Our proven method of executive search provides the City with the peace of mind knowing that candidates referred for consideration have the skills, competency, experience, and interpersonal abilities to ensure success on the job.

Citygate Associates is not a high volume recruitment firm; this allows us to focus our full energy and attention on your recruitment. In fact, our highly experienced Project Manager, Steven Harman, will perform all elements of the recruitment, providing the City with the simple assurance that we are going to fully understand and appreciate your organization's culture, community values, and ensure that the recommended candidates align with, and support, your organization's goals and objectives.

Citygate's Consultant Qualifications

Steven Harman has conducted numerous high-level executive searches while with Citygate, and during his thirty-two year public agency human resources career. The table below provides information regarding searches conducted by Steven Harman. In addition, the City of Los Angeles has selected Citygate to perform three recent recruitments (General Manager and Assistant General Manager, Information Technology Agency; Deputy Planning Director; and General Manager for Animal Services). Citygate was requested specifically by the Mayor's office to perform the Information Technology Agency recruitment based off of the two previous successful searches conducted for the City.

Mr. Harman's resume is provided as **Attachment A.**

Previous Executive Search Experience and References

The table below provides a listing of previous executive search experience.

Title	Date	Agency
Asst General Manager of Information Technology Agency	01/13	City of Los Angeles, CA
General Manager of Information Technology Agency	09/12	City of Los Angeles, CA
Deputy Director of Planning	09/11	City of Los Angeles, CA
Human Resources Manager	08/11	Central Contra Costa Sanitary District, CA
Police Chief	04/11	City of Provo, UT
General Manager of Animal Services	07/10	City of Los Angeles, CA

16

Title	Date	Agency
Fire Chief	04/09	Kelseyville Fire Protection District, Kelseyville, CA
Assistant Community Development Director	10/08	City of Livermore, CA
Planning Manager	08/08	City of Livermore, CA
Public Works Supervisor	05/08	City of Livermore, CA
Public Works Manager	03/08	City of Livermore, CA
Police Captain	02/08	City of Livermore, CA

Citygate grants the City of Carson permission to contact the following references.

City of Los Angeles, CA, *Multiple Executive Searches,* Maggie Whelan, General Manager – Personnel, (213) 473-9394, 700 East Temple St, #305 Los Angeles, CA 90012

City of Provo, UT, *Executive Search for Police Chief,* John Curtis, Mayor, (801) 852-6100, 351 West Center Street, Provo, UT 84601

City of Livermore, CA, *Multiple Executive Searches,* Marc Roberts, City Manager, (925) 960-4040, 1052 S Livermore Ave, Livermore, CA 94550

3. COST PROPOSAL

Citygate Associates proposes to perform the executive search as described in this proposal for a flat fee of $16,500 plus expenses not to exceed $7,000. Expenses include such items as recruitment advertising, printing and postage, supplies, and consultant's travel costs. Expenses do not include any reimbursement for candidate travel costs, which generally are provided directly by the agency to the candidate. Expenses also exclude fees for a third-party background investigation. The requested breakdown of our reimbursable expenses is provided below:

Reimbursable Expenses	Cost
Advertising	$3,500
Brochure Printing and Mailing	$1,000
Consultant Travel (3 Trips)	$2,500
Reimbursable Expenses Total	$7,000

We will bill for one-third of the flat fee at the end of the first month, one-third of the remaining balance at the end of the second month, and the final billing will occur at the conclusion of the project for the remaining balance. We will bill for actual reimbursable expenses monthly. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter.

If the City Manager is terminated or leaves the City within one year from the date of hire, Citygate agrees to conduct a new search to replace the City Manager at no cost.

* * *

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate. Please feel free to contact me at (916) 458-5100, ext 101 or via e-mail at **dderoos@citygateassociates.com**.

Sincerely,

David C. DeRoos, MPA, CMC, President

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES TO ASSIST THE CITY OF CARSON WITH ITS CITY MANAGER RECRUITMENT

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
12970 Dartford Trail • Suite 8
Wellington, FL 33414
e-mail: *Colin@cb-asso.com*
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

18

PROPOSAL TO FIND THE CITY'S NEXT CITY MANAGER

TABLE OF CONTENTS

VOLUME I

SECTION		PAGE
A.	THE WORK PLAN	1
	Phase I: Needs Assessment / Information Gathering	
	Phase II: Candidate Recruitment	
	Phase III: Candidate Review and Selection of Finalists	
	Phase IV: Interviews and Section	
	Phase V: Contract Negotiation	
B.	WARRANTY	3
C.	PRINCIPAL STAFF	3
D.	COST	3
E.	LEGAL INFORMATION	4
F.	REFERENCES	4
	APPENDIX A: SUGGESTED PROJECT SCHEDULE	A-1
	APPENDIX B: SAMPLE RECRUITMENT BROCHURE	B-1

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

October 28, 2013

The Honorable Mayor Jim Dear, Mayor Pro Tempore Elito M. Santarina, and Council Members Mike A. Gipson, Lula Davis-Holmes, and Albert Robles
c/o Donesia Gause, City Clerk
Carson City Hall
701 East Carson Street
Carson, CA 90745

Dear Mayor Dear, Mayor Pro Tempore Santarina, and Council Members Gipson, Davis-Holmes, and Robles.

We would like to thank you for the opportunity to present this proposal to assist the City in finding its next City Manager.

Sincerely,

Colin Baenziger
Principal / Owner

Section A: Work Plan

The following outlines the process our firm will undertake:

Phase I: Needs Assessment / Information Gathering

- Meet with key officials to:
  - Develop a description of the ideal candidate,
  - Learn the issues the next City Manager will face,
  - Gather materials for our information and to send to potential candidates,
  - Understand what compensation package the City is prepared to offer, and
  - Finalize a project schedule. Our searches are always completed within 90 days of a notice to proceed, barring circumstances beyond our control.

20

- Develop materials we can utilize to recruit candidates.

Phase II: Candidate Recruitment

- Actively search for, identify, and recruit outstanding candidates who we feel are best suited for the position.
- Distribute the recruiting materials to appropriate publications and websites, including our own.
- Consult our database of strong candidates, contact them and encourage them to apply.
- E-mail the advertisement to our database of our data base of local government professionals.
- Evaluate resumes that result from our recruiting efforts and from our advertisements.

Phase III: Candidate Review and Selection of Finalists

- Resumes will be screened and we will narrow the list to the eight to twelve semi-finalists who we believe are most qualified. We will conduct preliminary background checks on the semifinalists including internet and newspaper archive searches, phone interviews, and written introductions prepared by the candidates
- The City will then select the finalists it would like to interview. We will conduct thorough reference and background investigations on the selected finalists. It should be noted that, when we conduct our investigations, we do not simply accept the references the candidates suggest. We tell the candidates whom we want to speak with. These might include elected officials, the board attorney, and the external auditor, representatives of the local press, community leaders, peers, and subordinate employees. Our goal is to get comments from six to ten references. We also conduct criminal, civil, driver license, and credit checks, and we verify employment history and education. We believe these should be done early in the process to avoid embarrassment after a selection has been made.

Phase IV: Interviews and Selection

- We will coordinate the interview process and attend the actual interviews.
- Once the interviews are completed, we will provide any additional information the City may wish and assist in any way the City desires in making the final determination.

Phase V: Contract Negotiation

- If requested, we will provide assistance in the negotiation of a contract with the selected candidate.

See Appendix A for a schedule outlining completion dates for the above cited work.

Section B: Warranty

Our firm offers the best warranty in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search and assuming the City selects from among the candidates we recommend, we warrant the following:

1) We will not approach the selected candidate concerning any other position as long as the individual is employed by the City.

2) If the selected individual leaves for any reason other than an act of God (for example, total incapacitation or death) within the first year, we will repeat the search at no charge. If he/she departs during the second year for any reason other than an act of God, we will repeat the search for the reimbursement of our expenses only.

3) If you are not satisfied with any of the candidates we present, we will repeat the search until you are satisfied.

4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

Section C: Principal Staff to Be Assigned to the Recruiting Effort

- Colin Baenziger, CEO and Principal, will serve as Project Manager,
- Sean Baenziger, Senior Executive Vice President will serve as the Assistant Project Manager for the recruitment effort. He will be primarily responsible for the actual recruitment and review of candidates, primarily through networking. He will also serve as back-up to the Project Manager.

Section D: Fee

Firm, fixed price of $20,000 and $750 for each complete background check, which includes all expenses, except those associated with bringing the candidates for the

interviews. Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Phase	Cost
I. Needs Analysis / Information Gathering	$ 5,500
II. Recruiting	9,000
III. Candidate Screening	2,500
IV: Coordination of Interviews and Manager Selection	1,500
V: Contract Negotiation & Warranty	1,500
VI: Complete Background Check (Per Check)	750

E. Legal Information

Colin Baenziger and Associates is a sole proprietorship. Tax identification information is Colin Baenziger's personal information, and will be disclosed upon the award of contract.

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
12970 Dartford Trail • Suite 8
Wellington, FL 33414
e-mail: ***Colin@cb-asso.com***
Fax: (888) 635-2430

F. References

1) City Manager, Tacoma, WA (population 198,400)

Contact: Mayor Marilyn Strickland at (253) 591-5100 or **Marilyn.Strickland@cityoftacoma.org**
Human Resources Analyst Margith Baker at (253) 573-2321 or **MBaker@ci.tacoma.wa.us**

T.C. Broadnax

CB&A was hired in late September 2011 to find Tacoma's next **City Manager.** As part of the recruitment process, we met with the nine council members to learn their concerns, priorities and desires.

23

We searched the nation and developed a pool of 67 candidates, many of which were extremely capable. The semi-finalist pool was also diverse containing both women and minorities. Interviews were held in early December and *Mr. T.C. Broadnax, formerly an Assistant City Manager with San Antonio, TX,* was selected.

City Manager, Scottsdale, AZ (population 221,000)

Contact: Vice Mayor Suzanne Klapp at (480) 312-7402, or **sklapp@scottsdaleaz.gov**
Council Member Guy Phillips at (480) 312-2374, or **gphillips@scottsdaleaz.gov**

Fritz Behring

Scottsdale retained CB&A just before Christmas, 2012 to help find its next **City Manager**. We were asked to begin work in late February 2013. We met with the Council Members and based on what we learned, we crafted a recruitment profile and began to search the country for outstanding candidates. Background checks were thorough and three finalists were selected. Interviews occurred on May 21st and 22nd and *Fritz Behring, County Manager, Pinal County, AZ,* was selected on the 22nd. Four weeks later, in mid-June, Mr. Behring was selected as American City and County Magazine's County Executive of the Year for his work in Pinal County.

City Manager, Miramar, FL (population 122,000)

Contact: Commissioner Yvette Colbourne at (954) 560-5161, or **ycolbourne@ci.miramar.fl.us**

Kathleen Woods-Richardson

CB&A began the search for Miramar's next City Manager on May 13, 2013. The firm conducted a nationwide search with an emphasis on Southeast Florida. The project work included extensive screening and background checks as well as coordinating the interview process and negotiating the compensation package with the selected candidate. The City selected *Ms. Kathleen Woods-Richardson, formerly Director of Public Works and Waste Management for Miami-Dade County,* on August 21, 2013. She will begin work on September 9, 2013.

24

THE HAWKINS
COMPANY

October 29, 2013

Ms. Donesia Gause
City Clerk
City of Carson
701 E. Carson Street
Carson, California 90745

Dear Ms. Gause:

In response to the City of Carson's Request for Proposal (RFP No. P13-09) for City Manager Recruiting Services, ***The Hawkins Company*** is pleased to submit our attached proposal to partner with the City of Carson in recruiting a City Manager. I have reviewed the RFP and I am confident of our ability to assist the City with this very important executive search. We are prepared to meet all of the requirements as outlined in the RFP dated October 1, 2013.

The Hawkins Company is exceptionally well qualified to assist the City. Our experience in recruiting public and private sector executives is extensive. One key factor which contributes to our success is our "private sector-direct sourcing" approach in conducting public sector recruitments, as explained in item 4 of our search process. We believe that the application of private sector recruiting strategies helps to distinguish us from our competition and adds value to the services we provide our clients.

We appreciate the opportunity to submit this information and look forward to the opportunity to work with the City.

Sincerely,

William D. Hawkins
President

25

8939 S. Sepulveda Blvd., Suite 110-216 • Los Angeles, California 90045 • (310) 348-8800 • (925) 833-8840 Fax

Executive Search Consultants

EXECUTIVE SUMMARY

During the past twenty-nine years, *The Hawkins Company* has been instrumental in assisting client organizations recruit and select strong and effective leaders. Our approach is always to build a strong relationship with our client and to provide them with high quality executive search consulting services in a manner that reflects positively on their organization. Although we maintain a large data base of talented candidates from throughout the United States, our focus is always tailored to the unique needs of our clients.

We are pleased with our ability to assemble teams of consultants with specific expertise and skills that contribute to the delivery of outstanding recruitment services. The team's objective is to clearly understand client needs and the candidate competencies required to ensure that we identify and recruit "best in class" professionals. As a result, we are often requested to assist clients with their most difficult and challenging recruitments. As a result of our work experience (over 700 searches) we maintain strong relationships with top level governmental, non-profit, education and private sector executives in most functional and geographical areas. Our efforts have included recruiting top level change agents and highly skilled transformational leaders to lead city departments/agencies *The Hawkins Company's* track record of providing quality recruiting services has resulted in a placement rate that exceeds ninety percent.

The Hawkins Company's is often hired to conduct the most challenging recruitments. We recently completed the Superintendent of Schools recruitment for the Compton Unified School District. This recruitment was conducted during the middle of a highly political school board environment in a district that has a reputation for being tough on superintendents. *The Hawkins Company* was able to attract candidates with significant experience as superintendents and the board ultimately hired an individual who was a superintendent of a from a smaller district and his performance to date has been excellent.. *The Hawkins Company* recruited the current city manager in Inglewood, CA in 2010. and in 2009,the firm assisted the Mayor of Richmond, Virginia recruit the majority of his new management team which included a new Chief Administrator Officer (City Manager) and three Deputy CAO's.

Although other firms may possess more experience in recruiting city managers, none have more knowledge of the political landscape of urban communities like Carson; the knowledge of what it takes to succeed as the City's top administrator; and the ability to attract candidates who will add significant value to the City of Carson. *The Hawkins Company* recruited Mr.Jerry Groomes as Carson's city manager.

The Hawkins Company has conducted over 700 searches for public, private, non-profit, and educational organizations and maintains a practice of conducting no more than three assignments at a time to ensure that our clients received a high level of service, accountability and positive results. Finally, while most of our clients are in California, the majority of our searches are national in scope and we have worked in most areas of the United States. Our local presence has been beneficial in helping to address relocation stereotypes associated with Southern California. Our knowledge of the region has proven to be a real competitive advantage in our efforts to recruit outstanding professionals to the greater Los Angeles area.

CITY MANAGER EXECUTIVE SEARCH PROPOSAL

1. SCOPE OF WORK

SEARCH PROCESS

1. DEVELOP A THOROUGH UNDERSTANDING AND ASSESSMENT OF THE CLIENT

This involves meeting with the City Council, Executive City Leadership and key staff to ascertain the City's mission, personality, and philosophy.. During this phase, a review of organizational structures, backgrounds of executives, official and unofficial lines of authority and responsibility, are conducted. The organization's future plans and programs, perceived strengths and weaknesses, and the political climate are discussed. The status of potential internal candidates will also be reviewed. Perceptions about the organization's stature and attractiveness to potential candidates are crucial to developing a good organizational profile. Advantages and negative factors regarding the organization, which may aid or hinder recruitment, will be thoroughly assessed. This initial phase becomes the foundation for developing a strong partnership and effective working relationship between the client organization and *The Hawkins Company*.

2. DEVELOP A COMPREHENSIVE UNDERSTANDING OF THE POSITION

In formal discussions with the City Council and key City stakeholders (as identified by the Council), the personal and professional characteristics and attributes, required skills, core competencies, qualifications, experience and priorities for the City Manager are identified. After all the stakeholder engagements are completed, *The Hawkins Company* will develop a draft recruitment profile that includes a clear description of the position duties and responsibilities, skills, competencies, key challenges, recruitment criteria, information regarding the City and broader community and procedures for applying. It is imperative that this position profile consists of realistic requirements and experience levels, because it is the standard against which potential candidates are recruited and evaluated. We will work with the Council to finalize the recruitment profile, develop an outreach strategy including advertisements and postings to to ensure that the opening is well publicized and that interested individuals are able to apply. We will also finalize the recruitment approach, work plan and time line.

3. DEVELOP SEARCH STRATEGY AIMED AT ATTRACTING THE MOST QUALIFIED CANDIDATES

During this phase, the objective is to accumulate a strong pool of candidates. We will work with the Council to identify appropriate candidates. Organizations are targeted as sources of candidates and geographical preferences are established. We will also finalize recruitment plans and time lines. *The Hawkins Company* will use various candidate solicitation methods, including direct sourcing based upon industry research, our candidate data bank, and contacts with appropriate professional associations. Since individuals with the desired qualities are not usually actively looking to make a change, they must be recruited. An effective strategy is crucial to a successful recruitment, and *The Hawkins Company* works closely with the client in developing the search strategy.

4. EVALUATE POTENTIAL CANDIDATES

In addition to the formal advertising and mailings, *The Hawkins Company* uses a private sector-direct sourcing approach in locating candidates who meet the position specifications and have established patterns of accomplishments and success. Potential candidates and sources of candidates, identified through the above method, are actively recruited to become candidates, and/or solicited as referral sources. We will review and acknowledge in writing all resumes received. Once the candidate pool is established, all qualified candidates, both internal and external, will be evaluated using a candidate rating instrument which is based on the job requirements for the position. Reports are prepared and reviewed with the Council to select the most appropriate candidates for further consideration. These candidates are interviewed, by *The Hawkins Company*, in two phases. The first phase involves a telephone interview. Based upon information obtained in this interview, a decision is made as to the most appropriate candidates for further consideration. These candidates will then be interviewed in person by *The Hawkins Company*.

Our goal is to formulate a comprehensive understanding of their background, i.e., qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered. Additionally, candidates are evaluated to determine their overall suitability as a member of the City's management team, as well as their strengths and limitations. It is our policy to conduct reference checks, to include job performance, qualifications, and personal history, and ascertain degree verification on all finalists, i.e., professional, educational, and other credentials. We also conduct other background investigations, i.e., criminal record, and investigate other pertinent factors as required for the recruitment.

The most qualified candidates are selected for presentation to the client. We will prepare a recruitment report which will detail each candidate's background, experience, education and accomplishments. Reference summaries and *The Hawkins Company's* professional appraisals are also provided.

5. PRESENTATION OF FINAL CANDIDATES

The Hawkins Company will meet with the Council to discuss the most qualified candidates and select the top 3 candidates who will be asked to have in person interviews with the Council. We will work closely with City staff and the final candidates to arrange and participate in personal interviews. In conjunction with City staff we will finalize the interview process, including the location and interview timeframe, prepare appropriate interview questions and evaluation tools including rating forms and the interview panel packet. Additional selection processes such as assessment centers, psychological evaluations, and interview boards are available options at no additional costs.
While the hiring decision is always the client's, we are prepared to assist with negotiations relative to terms and conditions of employment. We maintain a very close relationship with both candidate and client during the offer/acceptance period.

Overview of Proposed Tasks and Timeline

	Proposed Tasks	Proposed Timeline
1.	Initial meeting with Mayor and Council.	**Week of December 6, 2013**
2.	Interview other key stakeholders including senior staff, community and labor leaders.	**Week of December 6, 2013**
3.	Development and approval of recruitment profile.	**Week of December 13, 2013**
4.	Candidate recruitment by search consultants. (6 weeks)	**December 13, - February 7, 2014**
5.	Presentation of initial candidate report.	**February 14, 2014**
6.	Candidate evaluations by search consultants.	**February 17- February 28, 2014**
7.	Presentation of report on 5-7 viable candidates to Council.	**Week of February 24, 2014**
8.	Mayor and Council interviews top 3-5 candidates.	**Week of March 3, 2014**
9.	Mayor and Council selects City Manager	**Week March 10, 2014**

2. CONSULTANT SPECIFICATIONS

QUALIFICATIONS AND EXPERIENCE

The Hawkins Company is a sole proprietorship (Tax ID # 95-4454894) established in 1984 by William D. Hawkins to provide management consulting executive search services. *The Hawkins Company* focuses on achieving the staffing objectives of private, public and nonprofit clients. *The Hawkins Company* has completed over 700 searches for public, private, non-profit and educational organizations is exceptionally well-qualified to assist with your staffing needs for the following reasons:

- *The Hawkins Company* is one of the premier minority-owned, senior level executive search firms in the United States, and offers an unbiased professional approach in successfully completing executive search assignments. *The Hawkins Company* is located at 8939 S. Sepulveda Blvd., #110-216, Los Angeles, CA 90045. Mr. William Hawkins, President is the firm's principal contact. He can be reached at 310-348-8800; 925-833-8840 (fax); email, bill@thehawkinscompany.com

- *The Hawkins Company* utilizes a well-defined five step process in conducting senior level search assignments for Fortune 500 corporations, small and medium size companies, municipalities, public agencies, educational institutions, nonprofits and start-up organizations.

- *The Hawkins Company* has extensive experience in working with elected officials, boards, top administrators, corporate executives and human resource professionals in designing effective recruitment strategies.

- *The Hawkins Company* is sensitive to issues of diversity and maintains excellent relationships with various professional organizations and associations. *The Hawkins Company* takes pride in its record of promoting diversity. Members of the firm are often quoted by major publications regarding minority-hiring practices. Over seventy-five percent (75%) of the firm's placements during the past three years have been minorities and women.

- *The Hawkins Company* has conducted senior level recruitments for municipal governments throughout California with emphasis on urban communities such as Oakland, San Francisco, Inglewood, and Los Angeles. We also recruited Carson's former City Manager, Jerome Groomes in 1998.

PROJECT MANAGEMENT AND STAFFING

The Project Team consists of William Hawkins, Brett Byers, Willie Tucker and Barbara Smiley. The team has over seventy-five (75) years of combined experience in researching and conducting national executive searches. They have handled assignments from routine to highly confidential and complex recruitments in both the private and public sectors, with a consistent commitment to service, professionalism and positive results. William Hawkins will serve as the project manager and lead consultant.

William D. Hawkins

Mr. Hawkins is President/CEO and Founder of The Hawkins Company, and has over twenty-five (25) years of executive search experience. During the course of his search career, Mr. Hawkins has conducted and/or participated in over 750 executive searches. In addition to his extensive executive search experience, he is an industry pioneer in diversity recruiting at senior corporate levels. Since launching The Hawkins Company in 1984, the firm has conducted over 600 searches for Fortune 500 Companies, government agencies, non-profit organizations, educational institutions and emerging businesses. Prior to establishing The Hawkins Company, Mr. Hawkins spent nine (9) years as a senior member of the world's largest executive search firm, Korn Ferry International. Nurtured in this multi specialty, multi-national search firm, Mr. Hawkins developed specialty-recruiting expertise in banking, real estate and entertainment. From 1972 to 1976, Mr. Hawkins was Senior Vice President of the National Economic Management Association, a small business consulting firm concentrating on economic development. His previous experience includes banking and government service.

Mr. Hawkins is a graduate of Howard University and has lectured extensively on recruiting and human resources issues nationally. He is currently listed in Who's Who for his competence and ability to conduct recruiting assignments in a variety of industries, and holds membership in numerous community, business and professional organizations.

CIENT REFERENCES

Please feel free to contact the following client references:

- John Van de Kamp, Chair CEO Search Committee
  The State Bar of California
  213-621-6511

- James Butts, Mayor,
  City of Inglewood, CA
  (310)412-5300

- Carol Nishita, Director of Administration
  East Bay Municipal Utility District (EBMUD)
  (510) 287-0107, cnishita@ebmud.com

3. COST PROPOSAL

Our profession fee to conduct this recruitment is $30,000. Additionally, we are reimursed for expenses such as approved consultant travel/lodging, report preparation, telephone, postage/mailing, brochure development/printing/mailing and advertisements. We will waive telephone and report preparation fees.

Professional Fee and Estimated Expenses

Item	**Cost:**
Professional Fee	$30,000
Reimbursable Expenses *(estimated)*:	
Advertisement	$ 1,000
Brochure Development/Printing/Mailing	1,000
Telephone	NC
Report Preparation	NC
Consultant Travel (Est. $2,000)	2,000
Subtotal-Expenses (Not to Exceed)	$ 4,000
Total	**$34,000**

The Hawkins Company Guarantee: Should the hired executive leave voluntarily or be discharged for cause within a one-year period, we will conduct the search again for expenses only. *Candidate travel is billed directly to the client.*

Public Sector Clients: (Partial listing of public sector clients)

City of Bellevue, Washington
City of Baltimore
City of Carson
City of Compton
City of Kansas City, Missouri
City of Los Angeles
City of Oakland
City of Pasadena
City of Richmond, Virginia
City of San Diego
City of San Jose
County of Alameda
County of San Diego
Brooklyn Public Library
East Bay Municipal Utility District
Las Vegas Valley Water District
City of Benicia
City of Bellevue, WA
City of Citrus Heights
City of Inglewood
City of Long Beach
City of Lynwood
City of Oceanside
City of Richmond, California
City of Sacramento
City and County of San Francisco
City of Seattle
County of Contra Costa
Atlanta-Fulton County
Dallas Area Rapid Transit District Authority
Las Vegas Housing Authority
Long Beach Water Department

COPY

City of Carson

City Manager Recruiting Services

October 31, 2013

The Novak Consulting Group

32

The Novak Consulting Group

October 31, 2013

Ms. Donesia Gause
City Clerk
Carson City Hall
701 East Carson Street
Carson, CA 90745

Dear Ms. Gause:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local government and non-profit organizations across the country. The firm was originally established as Public Management Partners in 2001, a firm specializing in local government consulting and executive search services in the Midwest. Since then, we have been providing our clients across the country with the very best thinking and execution in executive search and management consulting.

We are pleased to submit this proposal for City Manager Recruiting Services to the City of Carson. Our project team for Carson is comprised of skilled professionals, seasoned in local government management with search experience across the country. Our team has had significant success working with similar organizations to identify and retain ideal candidates who meet each organization's unique set of needs and expectations. We are confident our approach will result in a successful leader for the organization.

Our firm has the necessary staff, expertise, resources, and abilities to conduct this recruitment and provide exceptional service to the City of Carson. We are a national, women-owned firm, with employees who have served as leaders in some of the best local governments across the country. Our clients receive personal service from our consultants. Our mission is to strengthen communities, and we do this by helping them find the best leaders to help move their communities forward. Please contact me at (513) 309-0444, fax (513) 221-3100 or jnovak@thenovakconsultinggroup.com should you have any questions.

Sincerely,

Julia D. Novak
President

When organizations need to fill key positions, they turn to The Novak Consulting Group and benefit from this guiding principle: meaningful hiring involves finding the right employee and preparing them for ongoing success. The Novak Consulting Group's approach to our executive search services is comprised of three key phases:

1. **Inquiring, Understanding, and Defining**
   Each of our clients has a unique culture and set of objectives. Because selecting the right individual is critical to success, we begin our relationship by conducting a needs assessment to identify the specific benchmarks the search must accomplish. We will identify qualifications and requirements, as well as map out the new hire's six to twelve month goals, so both our client and the employee remain on the same track for success. We will build an accurate position profile; thus ensuring we attract the right people for the position.

2. **Candidate Search and Evaluation**
   To reach the right candidates, The Novak Consulting Group customizes each search process to fit the client's needs. Often, the professionals who best fit an open position are already employed and not searching for a traditional job posting. So, we leverage our extensive, diverse professional network to attract the best talent nationwide. Once the right candidates are found, we help manage the hiring process from interviews to background checks. Our in-depth service empowers clients to achieve their goals at every step.

3. **Supporting Success**
   We support the top candidate's long-term success by creating a goals-driven work plan actionable from day one. Many firms focus solely on finding qualified applicants, leaving the client on their own once the position is filled. Our team, however, uses the objectives gathered during the inquiry stage to prepare new hires for their first year. Six to eight weeks after their placement, we follow up to ensure continued progress, productivity, and satisfaction for the employee and our client.

We take a tailored, goals-based approach to each recruitment. By looking beyond the hiring process, our holistic view ensures that each candidate will fit the role, as well as the organization. In the end, we are not just looking for a successful professional; we are finding the right employee to be successful in their new position long after they are hired.

Our executive recruitment and management consulting experiences have afforded us the opportunity to work with cities and counties across the country and provided us with a wide national network. Through our connections, we are able to identify a broad diversity of qualified candidates in terms of race and ethnicity, gender, jurisdiction size, complexity of organization, and region of the country. We tailor our recruitment to each client. In three recent city/village manager recruitments, African-American females were selected. We have also been successful in other organizations at identifying a candidate pool that is racially, ethnically, and gender diverse. We advertise in national publications that target minorities and women, including the National Forum of Black Public Administrators and the International Hispanic Network. We also work to identify qualified veterans and qualified candidates with disabilities.

Task 1 – Develop Candidate Profile

The Novak Consulting Group will begin this engagement by developing a clear picture of the ideal candidate for the City Manager. We will begin by speaking with each member of the City Council individually prior to meeting with the governing body as a whole. It is important to recognize the individual expectations of each elected official, in addition to learning the shared goals for a new City Manager. We will meet with the governing body together to learn about the expectations and desires for the position. We will discuss not just the technical skills needed to do the job, but also what makes for the right organizational fit, in terms of traits and experiences, in the ideal candidate. Additionally, we will also discuss the process for soliciting input from the public and City staff.

Based on the information learned from our meetings and input gathered, we will develop a recruitment plan that includes California and targeted recruitment focus areas, in addition to a national search. We will also prepare a position profile that is unique to Carson. The profile will identify the organization's needs, the strategic challenges of the position, and the personal and professional characteristics of the ideal candidate. This document drives the recruitment. It focuses our efforts on the most capable candidates, and it helps us to persuade candidates to pursue the position.

We will also develop twelve month organizational goals for the successful candidate after consultation with the City Council. These goals will ensure that: the applicants know what will be expected of them should they be hired; Carson has thought about what they want the person to accomplish in the first year; and the successful candidate can hit the ground running with a work plan as soon as he/she starts. Once drafted, we will review the recruitment plan, position profile, and twelve month goals with the City Council. Modifications will be made as necessary before recruitment begins.

Task 2 - Conduct Aggressive Recruitment

Once the City Council has reviewed the recruitment plan and the position profile, The Novak Consulting Group will prepare and place advertisements. These will be placed in state and national publications and online sites to attract candidates from California and the rest of the country, including targeted areas. This will be a national search, but targeted at those key areas identified in the recruitment plan.

As soon as the profile and advertisements have been completed, we will begin the process of actively and aggressively marketing the position and identifying qualified candidates for assessment. The process will identify target networks and organizations, such as International City/County Management Association (ICMA), other state manager and assistant groups, as well as communication techniques for reaching those who would be outstanding candidates and those who could recommend candidates to contact for the position. We will also ask you for names of individuals or organizations that might employ individuals whom you think would make outstanding candidates for the position.

Our project team members have led recruitments across the country and worked in municipal governments. Our team will utilize their professional connections, our database, and direct outreach to find qualified candidates. We have extensive experience working with many jurisdictions across the country and have developed a national network which will help us identify a strong field of candidates from which to choose. Our targeted approach will include use of emails, phone calls, and social media.

The Novak Consulting Group will serve as the clearinghouse for all applications. As they are received, we will acknowledge each application and keep prospective applicants aware of the status of the process.

Task 3 – Support Candidate Selection

We will screen each application against the position statement and first year goals and select a grouping of preliminary candidates to review with the City Council. We will conduct in-person or phone conversations with the semi-finalists to learn more about their interest, qualifications, and experience for this position and then prepare a written summary of these candidates to be shared with the City. We will then meet with the City Council to review the entire list as well as the top five to seven candidates that have the requisite skills and qualities needed for success in your position. Based on our conversation, we will finalize a list of approximately three candidates to invite for in-person interviews.

Each person you wish to interview will then be contacted again by The Novak Consulting Group. We will speak with candidates' references to confirm the strength of their credentials for the position. We will also review published information found in search engines, media, and social media. We will prepare an interview book that contains information about each of the candidates to be interviewed. We will facilitate the interview process and will provide materials for the City, including interview questions. Expenses for transportation and lodging of candidates will be borne by the City of Carson.

The selection of the top candidate for City Manager is for the City Council. We can help you make a well-informed choice by framing what we have learned about the candidates in the context of the position and its requirements. We can also help you with the employment agreement, particularly in discussing compensation requirements with the preferred candidates. We will provide you with information about best practices in employment agreements and compensation. We will have obtained information on the candidate's salary history and can provide information about compensation packages for similar positions in the market area. We will assist the City, as desired, in the negotiation process. At the close of the search, all applicants will be notified of the results. Those who helped you in the process will be thanked for their contribution to a successful effort.

Additionally, The Novak Consulting Group will contact the successful candidate at various intervals during his/her first year on the job. We will talk with them about their progress toward implementation of the goals that were established for this position at the beginning of the process.

Consultant Description

The Novak Consulting Group is a women-owned firm led by President Julia Novak. The firm is staffed with local government professionals, including full-time associates and subject matter specialists. Our consultants have significant, direct experience as local government management professionals. The firm meets a wide range of needs, consulting with governments in the areas of executive search, financial planning, organizational assessments, strategic planning, executive coaching, and more. The firm's FEIN is 26-3977506 and all contact information is on the cover letter.

Catherine Tuck Parrish, our Executive Search Practice Leader, will serve as project manager for this search. Catherine has more than 20 years of experience in serving local governments, in direct service or as a consultant. Most recently, as Deputy City Manager she oversaw all Human Resources functions in the City of Rockville, Maryland, and was involved in the recruitment and hiring of many of Rockville's 500+ employees. In addition to the searches listed below, Catherine has assisted in search services for two cabinet-level positions in the City of Harrisburg, Pennsylvania: Chief of Fire and Business Administrator. Additionally, she has conducted searches for a CEO and multiple department-head level positions in the non-profit sector. She has also facilitated elected official and department goal-setting sessions.

Julia Novak, President, will assist. From 2003 to 2009, Julia served as a Vice President for a national consulting firm. Julia has more than 25 years of experience working with and for local governments. She is a consultant, trainer, and facilitator who has worked with numerous organizations and community groups. During her local government career, she worked in Fort Collins, Colorado; Lexington, Massachusetts; Rockville, Maryland; and was City Manager of Rye, New York. Gus Caravalho will support Catherine and Julia in the recruitment by gathering salary comparison data, assisting with the recruitment brochure and advertisements, and compiling applicant data. Gus has provided support for multiple executive searches for the firm.

The following is a list of similar recent searches completed by The Novak Consulting Group.

Jurisdiction	Contact Information
City of Cleveland Heights, Ohio – City Manager	Ed Kelley, Mayor 40 Severance Circle, Cleveland Heights, OH (216) 291-4756 mayorkelley@clvhts.com
City of Sandusky, Ohio – City Manager	John Hamilton, Mayor 222 Meigs St., Sandusky, OH (419) 515-8351 jhamilton@ci.sandusky.oh.us
Town of Sykesville, Maryland – Town Manager	Mike Miller, Mayor 7547 Main Street, Sykesville, MD (410) 795-8959 mmiller@sykesville.net
Town of Garrett Park, Maryland – Town Manager	Peter Benjamin, Mayor 4600 Waverly Avenue, Garrett Park, MD (301) 933-7488 peter.gpmayor@verizon.net
City of Shoreline, Washington – Administrative Services Director	Julie Thuy Underwood, City Manager 17500 Midvale Avenue N, Shoreline, WA (206) 801-2213 junderwood@shorelinewa.gov
City of Westerville, Ohio – Finance Director & Deputy Director of Planning and Development	David Collinsworth, City Manager 21 S. State St., Westerville, OH (614) 901-6400 david.collinsworth@westerville.org
City of Lancaster, Texas – Assistant City Manager	Opal Mauldin-Robertson, City Manager 211 N. Henry St., Lancaster, TX (972) 218-1304 orobertson@lancaster-tx.com
City of Aberdeen, Maryland – Police Chief and Director of APG Privatization (P.E.)	Doug Miller, City Manager 60 N. Parke St., Aberdeen, MD (410) 272-1600 dmiller@aberdeen-md.org

City of Novi, Michigan – Assistant City Manager	Clay Pearson, City Manager 47175 West 10 Mile Rd., Novi, MI 48375 (248) 347-0420 cpearson@cityofnovi.org
City of Peoria, Arizona – Human Resources Director	Susan Thorpe, former Peoria Assistant City Manager City of Corpus Christi, 1201 Leopard St., Corpus Christi, TX 78401 (361) 826-3232 sthorpe@cctexas.com
Town of La Plata, Maryland Police Chief	Michelle Miner, Assistant Town Manager 305 Queen Anne St. La Plata, MD 20646 (301) 934-8421 mminer@townoflaplata.org

The following is a list of searches currently being conducted by The Novak Consulting Group.

- City of Shoreline, Washington – City Manager
- City of Rehoboth Beach, Delaware – City Manager
- City of Portsmouth, Ohio – City Manager
- City of Dublin, Ohio – Public Services Director
- City of Gaithersburg, Maryland – Director of Public Works
- Loudoun County, Virginia – Director of Economic Development
- City of Lancaster, Texas – Director of Finance

Cost Proposal

The total, not-to-exceed fee to complete the City Manager recruitment as outlined in this proposal is $21,750. This total fixed price includes our cost for professional services ($16,200) as well as all related expenses for The Novak Consulting Group, such as travel, food, lodging, mileage, brochure, printing, and other miscellaneous expenses ($5,550).

Included in the fixed fee are all expenses for the recruitment brochure and background checks for up to three finalists. Advertising (estimated at no more than $1,600) will be direct billed for the actual costs with no markup. Travel for finalists' interviews will also be borne by the City.

It is our practice to invoice clients monthly based on completion of tasks in the scope of work.

CITY OF CARSON
CONTRACT SERVICES AGREEMENT FOR EXECUTIVE SEARCH SERVICES

This CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of December 2013, by and between the CITY OF CARSON, a general law city & municipal corporation, (herein "City") and _____, a _____ (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Thousand Dollars ($__,000.00) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid pursuant to the schedule listed on Exhibit "B".

2.3 Availability of Funds. This Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

EXHIBIT NO. 05

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. _____ is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. William W. Wynder, City Attorney, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of $500,000.00 or (ii) bodily injury limits of $250,000.00 per person, $500,000.00 per occurrence and $500,000.00 products and completed operations and property damage limits of $100,000.00 per occurrence and $100,000.00 in the aggregate.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

The Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

4.2 Indemnification. Consultant agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties,

41

obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Consultant, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Consultant hereunder, or arising from Consultant's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the attention of the Contract Officer, CITY OF CARSON, 701 East Carson Street, Carson, California 90745, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

43

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

CITY:

CITY OF CARSON,
a municipal corporation

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
City Attorney

CONSULTANT:

_____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____
_____

Telephone: _____

44

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall meet with each of the City's City Council members to discuss the ideal candidate and the specific job requirements for the position of the City Manager. Consultant shall then endeavor to find the best qualified individuals that meet the City Council's approved candidate profile for the position of City Manager.

The Contract Officer will direct Consultant whether the City Manager recruitment shall be a statewide or nationwide recruitment. Consultant shall place advertisements in publications and websites such as *Jobs Available, ICMA* and *Western Cities* for the City Manager. Consultant shall develop the advertisements and coordinate printing in the selected publications.

Consultant shall actively seek out individuals with superior qualifications and solicit their interest in working for the City. Consultant shall receive, acknowledge, and review all resumes. A preliminary screening process will narrow the list to a designated number of individuals representing the highest caliber of candidates for the position. These lists will be reviewed with the City Council and a short list of candidates will be selected for the respective recruitment.

The top finalists for the position will then be interviewed by the City Council. Consultant shall undertake background investigations on the top candidates and assist in employment negotiations with the new City Manager. Throughout this process, Consultant shall provide progress reports and confer with the City Council and the Contract Officer.

Consultant will run the advertisements for the City Manager and solicit potential candidates during the months of January, 2014, and February 2014, with a proposed closing date for resumes of approximately March 1, 2014.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Consultant shall undertake the executive search for the City Manager position for a flat fee of $__,000.00 total, including expenses related to travel, advertising, brochures and conducting background checks.

Consultant shall be paid 25% after commencement of the recruitment process. The balance of the Contract Sum shall be paid once the City has approved contracts for its new City Manager. If the City Manager is terminated or leaves the City within one year from the date of hire, Consultant agrees that it shall conduct a new search to replace the City Manager at no cost to the City.