


Agenda Report Reviewed by:
City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date: June 20, 2023
To: Honorable Mayor and City Councilmembers
From: Mary Gourley, Assistant City Manager
Human Resources Consultant
Subject: Award of Contract to Avery and Associates for Executive Search Services - City Manager Position
Recommendation: That the Council: Conduct Consider Award of Contract to Avery and Associates
Funding: Currently Budgeted: _____ Yes * _____ No _____ N/A
Net General Fund Cost: _____

The budget amount of \$45,000 is proposed in the FY 23-24 City Budget; However since that time, City staff received recruitment proposals and the cost is reduced to \$29,040.00.

Account Code/Costs authorized in City Approved Budget (if applicable) *AK – See note above (verified by Administrative Services Department)

INTRODUCTION:

This item is to request that the City Council Consider Award of Contract to Avery and Associates for Executive Firm Recruitment for City Manager Position in the Amount Not to Exceed \$29,040.00.

BACKGROUND

After 36 years as the City Attorney and 12 years as City Manager/City Attorney for the City of Sebastopol, Larry McLaughlin has announced that he is retiring. In late October, City Manager / City Attorney Larry McLaughlin publicly announced his pending retirement. On May 16, 2023, the City Council approved the Employment Agreement as well as directed staff to conduct Request for Proposals for Executive Firms for Recruitment of City Manager. On June 6, 2023, at a special meeting, the City Council received presentations and conducted interviews of search firms.

DISCUSSION:

On April 25, 2023, City Administration released Request for Proposals for Executive Search services to the eight search firms.

As of the deadline, the City received four proposals as listed below:

- Bob Murray and Associates
- William Avery & Associates, Inc
- AB Strategic Security Group, LLC
- CPS HR consulting

AB Strategic Security Group, LLC was not considered for interview based on the firm’s limited length of experience in executive search and the fact that the firm’s had no experience in California and only

experience in one other state. Bob Murray and Associates recently pulled out of the selection process due to current workload constraints.

On June 6, 2023, at a special meeting, the City Council received presentations and conducted interviews with the following two search firms. The meeting was opened to public comment following the interviews and a decision was made to consider an agreement with Avery and Associates, the most responsive firm.

CPS HR Consulting
William Avery & Associates, Inc

With this item staff requests the City Council consider award of the attached contract to Avery and Associates at a not-to-exceed cost of \$29,040.00. The proposal is \$26,400 and City Staff is requesting an additional 10 percent (\$2640.00) for contingencies such as additional meetings, travel time if requested from city staff for consultant to name a few for a total of \$29,040.

CITY COUNCIL AND/OR GENERAL PLAN GOALS

Goal 5: Provide Open and Responsive Municipal Government Leadership

5.3.3. Encourage and increase public awareness of City Policies, decisions, programs, and all public processes and meetings, by investigating effective methods of communication and obtaining feedback from the community.

Goal 6: Maintain a highly qualified Staff that works to provide services to serve and protect the residents, visitors, and businesses of this community.

Action CHW 5c: Practice an open-door policy in City programs, and actively engage and encourage participation from all individuals regardless of ethnicity, race, religion, class, disability, sexual orientation, and gender.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, according to CEQA Guideline section 15378.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the consent calendar.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours before the scheduled meeting date.

FISCAL IMPACT:

The budget amount of \$45,000 is proposed in the FY 23-24 City Budget; However since that time, City staff received recruitment proposals and the cost is reduced to \$29,040.00. The fiscal impact of awarding this agreement will not exceed \$29,040 in FY 23-24 Budget Year.

RECOMMENDATION:

That the City Council consider and approve an award of contract for Recruitment of a City Manager to Avery and Associates and authorize the City Manager or his designee to execute the contract with a not to exceed amount of \$29,040.00.

ATTACHMENTS:

1. Copy of issued RFP with DRAFT Contract – Exhibit A
2. Avery & Associates submitted proposal – Exhibit B



City of Sebastopol

REQUEST FOR PROPOSALS TO PROVIDE EXECUTIVE SEARCH SERVICES FOR THE CITY OF SEBASTOPOL

The City Council of the City of Sebastopol is requesting interested full-service executive search firms to submit Proposals to provide executive search services, including an imminent City Manager search, for the City of Sebastopol (City).

BACKGROUND

The City of Sebastopol (City) is Sonoma County's cultural gem with a rich history that dates back to the 1850's. The City is 56 miles north of San Francisco in California, on Gravenstein Highway (CA-116) and Luther Burbank Memorial Highway (CA-12), 7 miles west of Santa Rosa and the Sonoma County Administration Center. It lies 13 miles east of Bodega Bay and the Pacific coastline, 10 miles from the Russian River recreation region. It is 102 miles from the State Capitol of Sacramento and 405 miles north of Los Angeles. Elevation ranges from 65 to 250 feet in the rolling hills.

Sebastopol is a General Law city with a Council/Manager form of government and provides a range of municipal services including police, fire, utility billing, parks, street maintenance, library, community development, water distribution, and wastewater collection. Wastewater treatment services are provided by the Laguna Treatment Plant in Santa Rosa. The all-funds budget is \$25,438,445 and supports an overall staffing level of 90.5 full-time equivalent positions.

The City currently has a combined City Manager / City Attorney role. City Manager / City Attorney Larry McLaughlin has given notice to the City that he intends to retire at or near the end of 2023. The City seeks an executive search firm to assist them with seeking a new City Manager. The role of City Attorney is still in discussion.

Schedule

Question and Answer Period: **Monday, April 24th through Wednesday, May 3rd.** All questions must be submitted via email to Deborah Muchmore, the City's Human Resources Advisor, by 2:00 PM on Wednesday May 3, 2023. Answers will be posted to the City's website by close of business on Thursday, May 4, 2023.

Proposal Due Date:

Submission Type:

Council Presentation/Interview – Top Proposers

Notification of Selected Consultant

Approval of Agreement

May 8, 2023, at 3:00 PM Pacific

email: akwong@cityofsebastopol.org

TBD week of May 8th

Following presentations

May 16, 2023 Council meeting



Executive Search Firm Responsibilities

The Search Firm is expected to assist the City by:

- Establish and present a recruitment timeline.
- Meet with City Council members, key City staff as identified, and the City's HR Advisor to discuss the organizational needs, position requirements, and to formalize a job description.
- As requested, provide clear and actionable guidance for engaging the community and soliciting input at various stages.
- Based on input collected creatively develop formal and informal announcements for use in marketing.
- Develop, present, and execute a successful search strategy, that actively uses a variety of current platforms and vehicles to solicit interest and applications, including original research, social media and direct in-mail and email campaigns, as well as public agency trade association and association advertising.
- Attending related regular and special City Council meetings in open or closed session as appropriate to present information updates or facilitate interviews.
- Advise Council on procedural matters related to the search.
- Assess candidates, screen out the least qualified candidates, conduct initial reference checks, and present a final list of the candidates that best fit the profile developed, including profiles for Council interviews and consideration.
- Assist in structuring final interviews and advisory panel(s) as desired by Council. Develop interview questions and lead end of interview briefs.
- Provide transition and a backup plan explaining any guarantees should a candidate not progress during the initial introductory period.
- Provide a not to exceed project budget including all anticipated reimbursable expenditures.

(1) REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS

Identification of Key Personnel. The response to this Request for Proposal should include descriptions of the key person or personnel who would have primary responsibility for providing regular services under the proposal. The statement should include prior experience with executive searches.

Support Staff. The Request For Proposal Response should include information about the types of support staff who would be assigned to perform work for the City and whose time would be billed for such work. The response should include information about how the firm plans to utilize support staff within the city's budget constraints.

Description of Services. The Request For Proposal Response should describe the services the firm proposes to provide, the firm's overall experience with executive searches and the services listed above, any areas of service or special qualifications that are believed to distinguish it from other search firms and a list of recent successful relevant searches.

Rates and Charges. The proposed means of compensation, including hourly rates or fees to be charged for each individual named in the Request For Proposal Response, should be listed. A



schedule of the rates or amounts for all fees, charges, and expenses to be billed by each staff member should also be included.

Availability and Commitment to Provide Services. The Statement of Qualifications should include an indication of the commitment to provide the services by the staff with principal responsibility for providing services to the City. In this context, the words availability and commitment should be taken in their broadest meanings, incorporating time, flexibility in scheduling, office location of key staff, and firm or personal policies and practices with regard to returning calls and meeting deadlines.

Actual or Perceived Conflicts. The proposal should disclose the names, nature of assignment, and relevant dates for any of the firm's clients who may have actual or perceived conflicts of interest with the City. Reasonable diligence to identify and disclose potential conflicts is expected of all firms submitting a response to this Request for Qualifications. The proposal should also provide a statement or description of firm policy to address how conflicts of interest between two or more clients are avoided.

Exceptions to the attached sample City Agreement, including Insurance Requirements. The Request For Proposal Response should disclose any exceptions requested to the attached sample Professional Services Agreement and included Insurance Requirements.

Additional Information. Statements submitted in response to the Request for Qualifications may, but are not required to, provide additional information to assist a proper evaluation of the proposal. Any discussions relating to suggested strategies to reduce costs for outside legal services are appropriate in this section.

Submission Requirements. Proposals are due no later than 3:00 pm on Friday, May 5, 2023. Respondents should submit Proposals electronically to:

Project Contact:
Ana Kwong, Administrative Services Officer
akwong@cityofsebastopol.org
City of Sebastopol
7120 Bodega Avenue
Sebastopol, CA 95473
(707) 823-7863

(2) EVALUATION CRITERIA

The criteria used to evaluate the Statement of Qualifications will concern the experience and qualifications of the firm's staff who would be assigned to the City. The firm's fee structure and schedule of charges for ancillary services is important but will be given secondary weight.

(3) PROCESS FOR SELECTING EXECUTIVE SEARCH FIRM

The City Council will determine a procedure to review each Statement of Qualifications. Calls to submitting firms and their references may be made to clarify material in the submittals. Based upon



this review, the best qualified firms may be invited to a personal interview. Following the interviews, thorough background and reference interviews may be conducted. The City Council anticipates making a selection of a firm or firms following a careful evaluation of all relevant information.

(4) SPECIAL PROVISIONS

Cost of Preparing and Submitting Statements. All costs incurred in preparing and submitting the Statements of Qualifications are to be borne by the submitter and not the City. In no event shall the City be liable for any cost whatsoever for the preparation or submittal of a response to this Request for Qualifications.

Reservations and Options. The City Council reserves the rights and options to:

- Reject any or all of the submittals
- Waive any of the provisions of the Request for Qualifications
- Issue subsequent Requests for Qualifications
- Cancel the Request for Qualifications process
- Waive technical error in the responses it receives
- Negotiate with any, all, or none of the respondents to this Request for Qualifications

(5) QUESTIONS

For questions, contact the City Administrative Services Office at (707) 823-7863.

APPENDIX C

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into on [REDACTED], 2023 by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and [REDACTED] (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as [REDACTED].
- B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Services”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Services”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, “Compensation”, attached hereto and made a part hereof. Total compensation shall not exceed \$ [REDACTED], unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant

contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

E. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

F. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

G. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (“design professional”), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

The provisions of this section do not apply to claims to the extent occurring as a result of the City’s sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product

throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12–CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to

perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
7120 Bodega Ave
Sebastopol, California 95472

To Consultant:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant’s possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys’ fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

City:

By: _____

By: _____

Name: _____

Name: Larry McLaughlin

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Larry McLaughlin

Title: City Attorney

Attachment 2

Proposal by Avery & Associates



April 28, 2023

Ana Kwong, Administrative Services Officer
City of Sebastopol
7120 Bodega Ave.,
Sebastopol, CA 95473

Dear Ms. Kwong:

Thank you for the opportunity to submit our proposal in consideration for a City Manager search and executive recruitment services for the City of Sebastopol. We feel well suited to fulfill your executive search requirements based on our track record of successful recruitments, our service approach, and overall recruitment expertise.

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

We feel well suited to support your City on this City Manager search and any other future recruitments. During the past 24 months, we have completed City Manager assignments for the cities of Chico, Pleasanton, Sand City, Cupertino, Yreka, Tulare, Ross, Paso Robles, Sausalito, and Fowler. Overall, in the past four years our firm has completed 29 city manager assignments. These include the cities of Stockton, Simi Valley, Hawthorne, Whittier, Port Hueneme, Pinole, Anaheim, Fremont, Vallejo, Hermosa Beach, Martinez, Half Moon Bay, Visalia, Fullerton, Redding, South El Monte, Monte Sereno, Benicia, and Beaumont. We feel the contacts made from these assignments would be highly beneficial to this search and your overall recruitment needs.

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

Avery Associates is an executive recruitment firm that conducts searches for senior level personnel in the areas of municipal, county, and special district management. Our collective background includes executive experience in the public sector and extensive experience in

William Avery & Associates, Inc.
Consultants to Management

16 Lyndon Ave., Suite 200
Los Gatos, CA 95030
408.399.4424
Fax: 408.399.4423
www.averyassoc.net

municipal recruitment. On an annual basis we complete 50-60 searches at all executive levels of local government.

Contacts, location, and authorized representatives of Avery Associates are:

Bill Avery, Owner/Principal
16 Lyndon Ave., Suite 200
Los Gatos, CA 95030
(office) 408 399-4424
(cell) 408 472-7873
(email) bill@averyassoc.net
(fax) 408 399-4423

Paul Kimura, Principal
16 Lyndon Ave., Suite 200
Los Gatos, CA 95030
(office) 408 399-4424
(cell) 408 472-7936
(email) paulk@averyassoc.net
(fax) 408 399-4423

We believe our knowledge and background in municipal recruitment and our expertise in executive recruitment methodology will provide the basis for your positive consideration of our firm. And we appreciate the opportunity to present our credentials.

If you have any questions regarding our services or this proposal, please do not hesitate to call me at 408.472.7936 (mobile).

Sincerely,



Paul Kimura

PK:jmc



PROPOSAL FOR THE CITY OF SEBASTOPOL RECRUITMENT FOR CITY MANAGER AND EXECUTIVE SEARCH SERVICES

William Avery & Associates, Inc. – Overview

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

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

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

Firm Qualifications/Experience – What Differentiates Avery Associates

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

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



Recruitment Team for the City of Sebastopol

Paul Kimura will serve as the principal in charge of all recruitment projects and will be personally involved with initial client meetings. Mr. Kimura will also have active involvement in the development of the position specification, outreach strategy, candidate outreach, qualifying, interviewing and assessment and referencing of candidates, presentation of candidates and participation in the final interview process with the client, and will be available throughout the search process to provide other related consulting services. Bill Lopez and Kristi Ward may serve as members of the project team based on the position being recruited. Their roles would involve assessment and proactive outreach, qualifying of candidates and referencing of candidates.

Mr. Kimura will be personally involved in the initial client meetings, development of the ideal candidate profile and search strategy, interviewing and assessment of candidates, the presentation of candidates, attendance at final interviews and will be available throughout the search process to provide other related consulting services. Their profiles are attached.

Recruitment Plan/Methodology

I. Position Profile and Organizational Assessment

The initial assessment phase is a critical component of the search process. Mr. Kimura will meet with City Council, and key city staff (as identified by the client) to discuss the organizational needs and position requirements and to formalize the recruitment brochure.

Our goal for this aspect of the recruitment process is to:

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

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



II. Development of the Search Strategy

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

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

III. Candidate Assessment

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

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

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



IV. Candidate Presentation

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

The final candidates are presented in our extensive candidate presentation “book”. Each finalist will have a file consisting of a candidate summary sheet, the submitted cover letter and resume, the Candidate Assessment Report (based on the “behavioral” interview), and two candidate reference interviews. This extensive profile on each recommended candidate continually generates positive feedback from our clients as it provides extensive detail beyond just a resume.

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

V. Selection Process

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

VI. Position Closure and Follow-Up

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

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



References

- I. City of Sausalito, CA
420 Litho Street, Sausalito, CA 94965
Ian Sobieski, Council Member; 415.699.6520 (mobile), email: isobieski@sausalito.gov
Chris Zapata, City Manager (placed candidate); 415.289.4166; email: czapata@sausalito.gov
- II. City of Pleasanton, CA
P.O. Box 520, Pleasanton, CA 94566
Jack Balch, Vice Mayor; 510.918.9993 (mobile), jbalch@cityofpleasanton.gov
- III. City of Sand City
1 Pendergrass Way, Sand City, CA 93955
Mary Ann Carbone, Mayor; 831.917.6225 (mobile), maryann@sandcityca.org

Timeline*

We have the capacity to be available within a one-to-two week window to initiate new recruitments.

Task	Scheduled Dates
<i>Search Initiation, Marketing & Advertising Development:</i> <ul style="list-style-type: none"> ▪ <i>Initial meetings with city manager and city staff to define the ideal candidate profile.</i> ▪ <i>Develop working draft of the recruitment brochure for approval by client.</i> ▪ <i>Recruitment strategy finalized.</i> ▪ <i>Determination of advertising scope and placement deadlines</i> ▪ <i>Brochure designed and printed</i> 	<i>Weeks 1 - 4</i>
<i>Marketing, Advertisement and Outreach Period:</i> <ul style="list-style-type: none"> ▪ <i>Mailing of brochure</i> ▪ <i>Website postings</i> <i>Preliminary candidate screening</i>	<i>Weeks 4 - 8</i>
<i>Candidate screening</i>	<i>Weeks 7-8</i>
<i>Candidate interviews</i>	<i>Weeks 8-9</i>
<i>Complete references and prepare candidate book</i>	<i>Week 10</i>
<i>Presentation of candidates</i>	<i>Week 10</i>
<i>Final Interviews</i>	<i>Week 13</i>
<i>Appointment Offer/Acceptance</i>	<i>Week >14</i>
<i>Report to Work Date</i>	<i>Week >14</i>

*This timeline represents a standard recruitment process.



Consulting Fees

Based on the services described in our proposal, the professional services consulting fee for the City Manager recruitment will be \$19,400. We would provide our first consulting invoice in the amount of \$7,400 at the outset of the search. A second invoice of \$6,000 would be billed with the presentation of candidate recommendations and the final invoice of \$6,000 for the retainer will be submitted at the completion of the search. The consulting fee will be inclusive of all services defined within this proposal unless otherwise stated.

In addition to the Professional Services Fee, normal and direct out-of-pocket expenses associated with the search are charged back to the client. Expenses for this assignment would not exceed \$7,000 without the express consent of the City. These expenses include advertising, clerical time, supplies, printing, telephone, postage, background checks and consultant travel for client discussions, meetings, local and out-of-area candidate interviews. All expense items are reimbursed “at cost” and will be detailed and billed monthly.

Also, below are professional services fees for other recruitments:

<u>Position</u>	<u>Professional Services Fee</u>	<u>Not to Exceed Expenses</u>
City Manager (or other positions appointed by City Council)	*\$19,400	\$7,000
Assistant City Manager, Department Head	\$18,400	\$6,000
Deputy/Asst Dept Head/ Division Manager	\$18,400	\$5,500

*Should the City award multiple assignments to us concurrently, we would provide a discount to the combined Professional Services Fees by up to 10% and the combined not-to-exceed recruitment expense budgets by up to 15%.

Insurance Requirements

State Farm:

General Liability - 2,000,000 limit, 10,000 deductible.

Hired and Non-Owned **Automobile** – 2,000,000 coverage

Employers Compensation Insurance Co.:

Workers Comp

Each accident – 1,000,000

Policy limit – 1,000,000

Each employee – 1,000,000



Landmark American Insurance Co.:

Professional Liability

Limit – 1,000,000 per claim/ 1M aggregate

If we are selected, we can provide all required certificates of insurance.

Guarantees and Ethics

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

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

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



Avery Profile William Avery

William Avery founded his successful management consulting firm in 1981. He has directed William Avery & Associates in service as a Labor Relations and Executive Search consultancy, serving personally as a chief negotiator, trainer, and representative in grievance and disciplinary matters.

A specialist and widely recognized expert in employer-employee relations, he has served as a City Manager (Los Gatos) and Assistant City Manager. While City Manager, he was President of the Santa Clara County City Manager's Association and Chair of the County Employee Relations Service.

Bill has lectured at De Anza College, San Jose State University, and Stanford University, and regularly makes presentations for the League of California Cities, CALPELRA, and other public sector organizations.

Building on his personal track record of success, he expanded the firm's focus to include increased emphasis on public and private sector search. He added proven industry professionals with expertise in these areas. The result has been to create an exceptionally strong management consulting firm, now known as Avery Associates, with the expertise to provide the full range of services required for successful public or private sector executive search.

A key measure of the firm's success has been the many long-term relationships that he and his staff have established with clients.

Bill holds B.A. in Political Science and an MPA from San Jose State University, where he was graduated with highest honors.



Avery Profile Paul Kimura

Paul Kimura brings a unique combination of recruitment and business experience to Avery clients.

Paul is involved in leading Avery's public sector professional searches. He has been both a corporate recruitment director and HR director for several high technology companies, ranging from Fortune 500 firms such as Novell and National Semiconductor to a Silicon Valley start-up. His proven recruitment and HR generalist skills help him bring forward the best available candidates and properly assess their skills and "fit" with client organizations.

Indeed, many of the recruitment strategies and tactics incorporated into the Avery search process are a direct result of Paul's extensive recruitment experience in the high technology industry.

Paul has been a successful HR consultant, guiding clients through all aspects of Human Resources functions — compensation & benefits, employee and management training, performance management, and termination issues.

He is skilled in areas such as strategic planning, executive coaching, separation negotiation, and organizational assessment and design. It's another service that Avery Associates can offer its clients because of the unique background of its principals — and Paul's extended skill set in Human Resources underscores the fact that Avery professionals "have been there" and understand your needs from a personal perspective.

Paul holds a B.S. degree in Business Administration from San Jose State University. He is active in professional HR organizations and in the community, where he has worked with a number of education, youth service, civic, business, and cultural organizations.

"Just as Avery looks to form long-lasting relationships with its clients, I believe in making the same commitments within my community."

