

**AGREEMENT**  
**For**  
**PROFESSIONAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**COOPERATIVE PERSONNEL SERVICES**  
**For**  
**CITY MANAGER EXECUTIVE SEARCH/RECRUITMENT SERVICES**

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "CITY"), and Cooperative Personnel Services, d.b.a. CPS HR Consulting, a joint power authority organized in the State of California pursuant to §6502 of the California Governmental Code and registered with the California Secretary of State's Office (hereinafter called "CONSULTANT"), is entered into on the date of the last signatory noted below ("Effective Date"). CITY and CONSULTANT are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CONSULTANT is a governmental agency established pursuant to the laws of California with the capacity to enter contracts, including contracts with other governmental entities; and

WHEREAS, CITY has authority pursuant to §70.220 RSMo to enter contracts with duly authorized agencies of other states; and

WHEREAS, CITY needs certain technical and professional services as described more fully in CITY's request for proposals number **RFP No. 31/2019** (hereinafter referred to as "RFP"); and

WHEREAS, CONSULTANT has submitted its proposal dated **December 12, 2018** (hereinafter referred to as "CONSULTANT's Proposal") that includes a pricing proposal for the services requested in the RFP (hereinafter referred to as "Pricing Proposal") to CITY in response to CITY's RFP; and

WHEREAS, CONSULTANT has made certain representations and statements to CITY with respect to the provision of such services, and CITY desires to accept said CONSULTANT's Proposal on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.

a. **Scope of Services.** The scope of services involves the professional and technical consulting services for **City Manager Executive Search/Recruitment Services** (hereinafter "Project"). The Project is more fully described in CITY's RFP, which is attached as Exhibit A, and in CONSULTANT's Proposal and Pricing Proposal, which is attached as Exhibit B.

b. Prior to beginning any work on Project, CONSULTANT shall resolve with CITY any perceived ambiguity in Project. CITY shall issue a written notice to proceed. CONSULTANT shall not prepare a written report unless the CITY directs CONSULTANT to do so.

c. CONSULTANT shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If CONSULTANT fails to meet the foregoing standards, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions which are caused by CONSULTANT's failure to comply with the above standard.

d. **Schedule.** On or after the Effective Date, the CITY shall issue the notice to proceed and CONSULTANT shall proceed in accordance with the timeline contained in Exhibit B. If requested at the time of issuance of the notice to proceed, CONSULTANT shall complete the recruitment video at the time the draft recruitment brochure is completed. If the video is requested after the issuance of the notice to proceed, CONSULTANT shall complete the video within three weeks of the request.

2. **Addition or Deletions to Services.** CITY may add to CONSULTANT's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. CONSULTANT shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties.

3. **Exchange of Data.** All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONSULTANT without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel.** CONSULTANT represents that CONSULTANT will secure at CONSULTANT's own expense, all personnel required to perform the services called for under this Agreement by CONSULTANT. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONSULTANT. All of the services required hereunder will be performed by CONSULTANT or under CONSULTANT's direct supervision. All CONSULTANT's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

5. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Project.

6. Costs not to Exceed. Pursuant to Exhibit B, the Parties have established a fixed sum of **Seventeen Thousand Dollars (\$17,000.00)** for CONSULTANT's recruitment services as outlined in this Agreement, except as to the development of a recruitment video. Should the CITY's Purchasing Agent request the development of the recruitment video, the Parties have established a fixed sum of **Three Thousand Five Hundred Dollars (\$3,500.00)** for the completion of the video. The Parties have established a maximum sum of **Seven Thousand Dollars (\$7,000.00)** for CONSULTANT's expenses as outlined in this Agreement. All expenses shall be documented and are reimbursable at cost only.

7. Payment.

a. CONSULTANT may issue an invoice on a monthly basis for work performed and expenses since the preceding invoice or, if there was no preceding invoice, since the issuance of a notice to proceed.

b. Conditioned upon acceptable performance. Provided CONSULTANT performs the services in the manner set forth in paragraph 1 hereof, CITY agrees to pay CONSULTANT in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to CONSULTANT for services rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

c. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONSULTANT's receipt of said disapproval, CONSULTANT shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONSULTANT shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

d. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay CONSULTANT for the services rendered. CITY shall pay CONSULTANT within thirty (30) days of receipt of an invoice.

8. Termination of Agreement.

a. Termination for Breach. Failure of CONSULTANT to fulfill CONSULTANT's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the

Project agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to CONSULTANT by one of three different means: Facsimile Transmission ("FAX") if CONSULTANT has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to CONSULTANT; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to CONSULTANT or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement prior to the date of termination. CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONSULTANT.

b. Termination for Convenience. CITY shall have the right at any time by written notice to CONSULTANT to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONSULTANT shall immediately stop work. In such event CITY shall not be liable to CONSULTANT except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONSULTANT for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to CONSULTANT. Anticipatory profits and consequential damages shall not be recoverable by CONSULTANT.

## 9. Ownership of Intellectual Property and Work Product.

a. Any software, research, reports, studies, data, photographs, videos, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the Contractor upon completion, termination or cancellation of the resulting contract. Contractor may, at its own expense, keep copies of all its writing for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of proposer's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be

limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) CONSULTANT has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CONSULTANT in the performance of Services or not, at any time and without limitation, and (ii) CONSULTANT retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

c. Pre-existing works are include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall enure to the City. To the extent that CONSULTANT incorporates pre-existing work into a derivative work for City, CONSULTANT will retain ownership of such derivative work, except for those items identified in Paragraph 9.a above, and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from CONSULTANT."

10. Insurance. CONSULTANT shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by CONSULTANT is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

a. Workers' Compensation & Employers Liability. CONSULTANT shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. CONSULTANT shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall

include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event CONSULTANT does not own automobiles, CONSULTANT agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. CONSULTANT may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONSULTANT agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONSULTANT and CITY. CONSULTANT is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy

f. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

g. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONSULTANT fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

h. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONSULTANT and/or CONSULTANT's employees and/or CONSULTANT's subcontractors in the performance of this Agreement.

11. **Conflicts.** No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or

indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

12. **Assignment.** CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.

13. **Compliance with Laws.** CONSULTANT agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.

14. **Employment Of Unauthorized Aliens Prohibited.** CONSULTANT agrees to comply with Missouri State Statute section 285.530 in that CONSULTANT shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, CONSULTANT shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONSULTANT shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONSULTANT shall require each subcontractor to affirmatively state in its contract with CONSULTANT that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CONSULTANT shall also require each subcontractor to provide CONSULTANT with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

15. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONSULTANT will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating

any joint employment relationship between CONSULTANT and CITY, and CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, CONSULTANT shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of CONSULTANT, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONSULTANT or a subcontractor for part of the services), of anyone directly or indirectly employed by CONSULTANT or by any subcontractor, or of anyone for whose acts CONSULTANT or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require CONSULTANT to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

17. **No Waiver of Sovereign Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

18. **Professional Oversight Indemnification.** CONSULTANT understands and agrees that CITY has contracted with CONSULTANT based upon CONSULTANT's representations that CONSULTANT is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, CONSULTANT agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements, and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise CONSULTANT.

19. **Professional Responsibility.** CONSULTANT shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If CONSULTANT fails to meet the foregoing standard, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by CONSULTANT's failure to comply with above standard, and which are reported to CONSULTANT within one (1) year from the completion of CONSULTANT'S services for the Project.

20. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.



21. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

22. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to CITY:**

**City Purchasing Agent  
Finance Department  
701 E. Broadway  
P.O. Box 6015  
Columbia, MO 65205-6015  
Telephone: (573) 874-7375**

**If to CONSULTANT:**

**Melissa Asher  
Sr. Practice Leader of Products and Services  
2450 Del Paso Road, Suite 220, Sacramento,  
CA 95834  
(916) 471-3358  
masher@cpsr.us**

**With a copy to:**

**Human Resources Department  
P.O. Box 6015  
Columbia, MO 65205-6015  
ATTN: Margrace Buckler**

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

23. Public Records Act. CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONSULTANT agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

24. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

25. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

**Exhibit:**

- A CITY's RFP
- B CONSULTANT's Proposal and Pricing Proposal

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

26. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CONSULTANT's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
John Glascock, Interim City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/JKM *JKM*

**CERTIFICATION:** I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **11000510 504990**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Janet Frazier, Interim Director of Finance

(Seal)

**Cooperative Personnel Services**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_



REQUEST FOR PROPOSAL

31/2019 – CITY MANAGER EXECUTIVE SEARCH/RECRUITMENT SERVICES

CITY OF COLUMBIA, MISSOURI

FINANCE/PURCHASING DIVISION

CALE TURNER, CPPB

PURCHASING AGENT

701 E. BROADWAY, 5<sup>TH</sup> FLOOR

COLUMBIA, MISSOURI 65201

(573) 874-7375

[Cale.turner@como.gov](mailto:Cale.turner@como.gov)

MARGRACE BUCKLER  
DIRECTOR OF HUMAN RESOURCES  
PROJECT MANAGER

JANET FRAZIER  
INTERIM DIRECTOR OF FINANCE

Issue Date: November 28, 2018

Closing Date: Wednesday, December 12, 2018, 5:00 p.m. CST

## **1. INTRODUCTION AND ELIGIBILITY**

**INTRODUCTION:** The City is seeking proposals from qualified executive search consultant firms to assist the City Council in its search efforts for the selection of a City Manager, in accordance with the specifications contained in this Request for Proposal (RFP).

Columbia is the fourth largest city in Missouri, located in central Missouri with a population of 104,620 (2010 census, currently estimated at about 122,652), and operates under the Council-Manager form of government. Population has increased by 18,032 since the year 2000, with an average annual increase of 2.5%. Much of the community's growth can be attributed to the presence of the University of Missouri flagship campus, Columbia College and Stephens College, and the influence of the medical, insurance, manufacturing, retail trade, convention/tourism and service sectors of the economy.

The City's 2016 – 2019 strategic plan is dedicated to making Columbia the best place for everyone to live, work, learn and play. It represents the City's effort toward making Columbia a place where all families not only live...but thrive. The plan focuses on equity, diversity and inclusion for all citizens. The City Council has adopted a Transparency Policy, and a Principles of Community Statement as part of the city-wide Journey to Inclusive Excellence. The next City Manager is expected to fully support and participate in these initiatives.

The City Council consists of a Mayor elected at large and six Council members elected from wards all for three year staggered terms.

Columbia is a full-service city with a budget of \$455,709,557 (FY 2019) with 1,507.9 full-time employees; this budget may be larger than many cities of comparative size and will have more specific accounts for all operations. Some of the larger enterprise funds include electric, water, wastewater, storm water, parking, solid waste, recreation services, transit and the regional airport. City operations include several internal service fund activities that support other departments, such as information technology (computers), utility customer services, fleet operations (central garage), and custodial and building maintenance services.

Additional information can be found on the City's website at: <https://www.como.gov/>. Additional information concerning the City's 2019 Adopted Budget can be found at: <https://www.como.gov/finance/wp-content/uploads/sites/21/2018/10/FY-2019-Adopted-Budget.pdf>.

**ELIGIBILITY:** The search firm should specialize in executive public sector management recruitment. To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP for cities similar in size and complexity to the City of Columbia.

The executive search firm should have extensive experience in providing the following services as a minimum but not limited to:

- Extensive experience and successful placement of City Managers or other top level public sector professionals for comparable cities and counties.
- Experience with social equity, diversity and inclusion in search and outreach methods.
- Ability to assess and determine community, city and department needs and expectations in order to develop an accurate and inclusive position profile.
- Ability to present, establish and maintain an applicant pool of potential candidates for this position.
- Actively recruit candidates that will meet the needs and expectations of the community and Council.
- Assist with interview panels.
- Preparation and placement of position announcements.
- Advertising in appropriate municipal journals and with professional organizations.
- Receiving and screening applications against developed profile.
- Conduct initial screening interviews, contact references and complete background checks.
- Rank candidates in order of recommendation to the City Council.
- Coordinating finalist candidate Interviews.
- Assist in negotiating conditions of employment.
- Maintain all necessary documentation.

## 2. GENERAL REQUIREMENTS

### SCHEDULE OF RFP ACTIVITIES

Date	Activity
November 28, 2018	Issuance of RFP 31/2019
December 4, 2018	Close of written requests for additional information by 5:00 p.m. CST
December 6, 2018	Written responses/addendum to requests for additional information posted on bidding website
December 12, 2018	Proposal is due by 5:00 p.m. CST
Week of December 17th	Interviews with Finalists (if necessary) TBD

### QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below.

Cale Turner, Purchasing Agent  
Phone: (573) 874-7375  
Email: [cale.turner@como.gov](mailto:cale.turner@como.gov)

Any oral responses to any questions shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued, if necessary, on the e-bidding website. Questions must be submitted no later than 5:00 p.m. on December 4, 2018.

**PROPOSAL SUBMISSION**

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in ten (10) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP 31/2019 CITY MANAGER EXECUTIVE SEARCH/RECRUITMENT SERVICES."

**TRANSMITTAL LETTER**

All Offerors must submit a transmittal letter prepared on the offeror's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

**FORMAT OF PROPOSAL**

Proposals are to be kept within thirty (30) pages with a minimum font size of eleven (11).

**VALIDITY OF PROPOSALS**

Offerors shall agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the due date of proposals.

**REJECTION OF PROPOSALS**

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Any exceptions to the requirements specified must be identified in the proposal.

**WITHDRAWAL OF PROPOSALS**

Any Offeror may withdraw his/her proposal at any time prior to the scheduled closing time. However, no proposal shall be withdrawn for a period of ninety (90) days after the scheduled closing time.

**ALTERATION OF SOLICITATION**

The wording of the City of Columbia's solicitation shall not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such

exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

**RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE (CITY OF COLUMBIA OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the Contractor upon completion, termination or cancellation of the resulting contract. Contractor may, at its own expense, keep copies of all its writing for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of proposer's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

**RESPONSE MATERIAL OWNERSHIP**

All material submitted in regards to this RFP becomes the property of the City of Columbia. Any person may review proposals after the "Notice of Award" letter has been issued, subject to the terms of this solicitation.

**INCURRING COSTS**

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

**COLLUSION CLAUSE**

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, shall render the proposals of such offerors void.

**CONTRACT DOCUMENTS**

The final Contract between the City of Columbia and the Contractor will include:

City Contract

Offeror's Proposal

The Specifications contained in this RFP

Any changes, additions, or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.



**FUNDS**

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

**APPLICABLE LAW**

The proposal and Contract shall be governed in all respects by the ordinances of the City of Columbia and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

**RESPONSIBILITY**

The City of Columbia reserves the right to require the apparent successful offeror to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. This information will become a part of the contents of the file and hence public record unless the offeror indicates this material confidential and request this information be returned at the expense of the offeror. This applies only to matters identified in the Missouri Sunshine Law.

**NONDISCRIMINATION IN EMPLOYMENT**

In connection with the furnishing of supplies or performance of work under the resulting Contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

**EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- (b) As a condition for the award of this Contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

### 3. SCOPE OF WORK

The successful offeror will be expected to perform the following tasks:

1. Develop comprehensive position profile – job definition and analysis – with council input.
2. Review compensation and recommend changes based on market and competitive positions.
3. Recruitment – announcement placement, candidate identification and solicitation.
4. Screening – resume review and candidate evaluation – narrow field of candidates to match profile and council priorities – include preliminary reference checks.
5. Interview process – question development – assistance with interviews and evaluation of interviews.
6. Candidate background investigation – reference and background check of top candidates.
7. Search report with recommendations – include detailed information on top candidates.
8. Negotiation and follow up – salary and additional compensation, start date, etc.
9. Notification to all applicants of final appointment decision.

The City will entertain alternate proposals that achieve the City's purpose of obtaining a successful placement.

### 4. PROPOSAL SUBMISSION REQUIREMENTS

Offeror shall provide information to support his/her expertise to perform the services as contained in the RFP. Information submitted shall include, but not necessarily be limited to the following:

**Qualifications and Experience of Each Individual and/or Team.** All Offerors shall describe other contracts under which service similar in scope, size or discipline to the required services were performed or undertaken within the last five years (minimum of three). Offeror shall also provide a list of all current City Manager searches underway and what point in the process each search is. In addition, Offeror shall provide references, including name, address and telephone number of a contact person for each project identified and described above.

**References.** Provide at least five government references, including information as to the size of the governmental entities, if not provided above.

**Project Manager.** Please clearly identify the professional staff person(s) who would participate in this project. The proposals shall indicate the abilities, qualifications and experience of all persons who would be assigned to provide the required service.

**Scope of Services and Methodology.** All Offerors must submit a narrative describing the proposed scope of services for the performance of this project.

**Timetable.** All Offerors should include a complete timetable on how they will accomplish each major component of the work.

**Costs.** All Offerors should include a firm, fixed fee and details regarding all additional related expenses, if applicable, to provide the specified services and obtain a successful placement.

### **PROPOSAL SUBMISSION FORMAT**

Offerors must include the following information in their proposal and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

- Cover letter – The response should contain a cover letter signed by a person who is authorized to commit the offeror to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.
- Table of Contents – The Table of Contents provides listing of all major topics, their associated section number, and starting page number.
- Executive Summary – The Executive Summary of the proposal shall be limited to three single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the offeror's ability to meet the requirements of the RFP.
- Agency Information -Provide information about your firm to include:
  - Name, address, phone and fax number(s) and email address of firm
  - Brief description of the firm including parent company, affiliated companies and subsidiaries
  - History of firms experience with Executive Searches
  - Name and title of primary contact person
  - Date firm established
  - Proposed service team including titles, responsibilities, percentage of time to be spent on this project
  - Resume on each team member
- Pricing - Pricing should be stated as firm fixed not to exceed price for the services outlined herein. A breakdown of the total price should be provided with adequate detail for evaluation.

## **5. EVALUATION AND AWARD**

Evaluation will be based on all elements of the response to proposal criteria. It is the purpose of this request to obtain data as complete as possible from each offeror that will

enable the City to determine which offeror(s) is best able to serve all the criteria which are to be considered in the award of the this contract. The City will evaluate all responsive and responsible proposals to determine which proposal best meets the City's needs based on the evaluation criteria. A committee established for this purpose, composed of City staff and any other outside qualified person deemed necessary, will conduct the evaluation process. The City reserves the right to accept or reject any or all proposals, or part(s) of proposals, to waive minor variations to specifications, and in the RFP process. The City reserves the right to make an award based on the proposal, which is in its best interest. All proposals will be ranked in accordance with the considerations listed in the evaluation criteria.

The evaluation process may consist of two steps. The first step will be an evaluation of the proposals submitted based on responsiveness and resultant project costs based on a 2 year time frame. Comparisons between proposals will be based on the proposals as submitted without opportunity for changes. The evaluation team will "short-list" offerors that they determine can best meet the city's needs.

The short-listed offerors may be asked to make a presentation to the evaluation team to further explain and expand on their proposals. The city reserves the right to make an award decision based on the proposal(s) above and/or to request presentations. The City also reserves the right not to engage in post-bid negotiations with any offeror that has not made the short list. This negotiation process will allow individual contract points to be refined and changed, upon agreement between both parties.

All proposals will be ranked in accordance with the considerations listed in the evaluation criteria. Award will be based on a review of all information provided by the offeror, plus a review of references submitted and certain objective and subjective considerations including:

<b><u>EVALUATION CRITERIA</u></b>	<b><u>ASSIGNED POINTS</u></b>
<b>Qualifications and Expertise</b> , including: <ul style="list-style-type: none"><li>• Number of similar projects completed, and the manner in which they were achieved; qualifications of staff.</li></ul>	<b>25</b>
<b>Past Performance and References:</b> <ul style="list-style-type: none"><li>• Prior experience</li><li>• References</li></ul>	<b>10</b>
<b>Evaluation of Project Manager/Team:</b> <ul style="list-style-type: none"><li>• Past experience with similar projects</li><li>• Understanding of proposed project</li></ul>	<b>10</b>
<b>Organization, Content and Completeness of Proposal:</b> <ul style="list-style-type: none"><li>• Presentation of proposal</li><li>• Narrative explanation of firm's understanding of the project objectives</li></ul>	<b>15</b>

<b>Methodology:</b>	<b>15</b>
• A detailed description of the proposed process	
<b>Time Required to Complete the Project:</b>	<b>15</b>
• The time frame required to complete the process	
• Target dates for each phase/component	
<b>Cost to Complete Project</b>	<b><u>10</u></b>
• Firm, Fixed, Total Cost to the City for all Services	
<b><u>MAXIMUM TOTAL SCORE</u></b>	<b><u>100</u></b>

Failure of the offeror to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The City reserves the right to select from original proposal submission or may conduct interviews from a short list of qualified offerors if deemed necessary.

The objective of the evaluation committee will be to recommend the Offeror whose proposal is most responsive to the City of Columbia's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

#### **SELECTION AND AWARD**

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make an award without further discussion. The City of Columbia reserves the right to award contracts to multiple vendors if deemed in the best interest of the City of Columbia.

PROPOSAL

# City of Columbia

## Executive Recruitment Services for City Manager

Due Date: December 12, 2018

SUBMITTED BY:

MELISSA ASHER

*Sr. Practice Leader, Products and Services*

CPS HR Consulting  
2450 Del Paso Road, Suite 220  
Sacramento, CA 95834  
P: 916-471-3358  
masher@cpsshr.us  
Tax ID: 68-0067209

[www.cpsshr.us](http://www.cpsshr.us)



Your Path to Performance

December 12, 2018

Finance /Purchasing Division  
Cale Turner, CPPB  
City of Columbia  
701 E.Broadway, 5<sup>th</sup> Floor  
Columbia, MO 65201

**Subject: Executive Recruitment Services for City Manager**

Dear Mr. Turner:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of Columbia (City) with the recruitment of a new City Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Mr. Josh Jones will serve as project manager for this engagement. He has practical experience as a City Manager and Deputy County Administrator, and extensive recruiting experience. His recent clients have included the Town of Paradise Valley, AZ and the City of University City, MO.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. This proposal is valid for a period of 90 days from the submittal due date of December 12, 2018. Should you have questions or comments about the information presented in this proposal, **please contact Melissa Asher at [masher@cpsr.us](mailto:masher@cpsr.us) or (916) 471-3358.**

Sincerely,



Melissa Asher  
Senior Practice Leader, Products and Services

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## Executive Summary

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### Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 16 years** of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in public sector recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Diversity Sensitivity.** CPS HR encourages applicant diversity and incorporates a variety of activities to attract the best available candidates. We have successfully recruited and placed minority and female candidates for a variety of executive-level positions.
- **Satisfied Clients.** *Our executive search client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting

does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

- **Strong Base of Repeat Clients.** We make sure we understand our client’s challenges and customize our process to fit their needs. As a result, we have a long and growing list of returning clients who seek our services for multiple engagements.
- **Broad Experience with Similar Recruitments.** A brief listing of recent similar recruitments is provided in the following table:

Agency	Title	Year Completed
City of Manitou Springs (CO) (population 5,400)	City Manager	Current Recruitment
City of Carson (CA) (population 92,735)	City Manager	Current Recruitment
City of East Palo Alto (CA) (population 29,765)	City Manager	Current Recruitment
Town of Paradise Valley (AZ) (14,293)	Town Manager	2018
City of Richmond (CA) (population 110,040)	City Manager	2018
City of Woodland Park (CO) (7,390)	City Manager	2018
City of Modesto (CA) (population 201,170)	City Manager	2018
Churchill County (NV) (population 24,877)	County Manager	2018
City of Sacramento (CA) (population 495,234)	Assistant City Manager	2018
City of Glendale (CA) (population 200,831)	City Manager	2018
City of Goodyear (AZ) (population 77,258)	City Manager	2018
County of Imperial (CA) (population 174,528)	County Executive Officer	2018
Town of Oro Valley (AZ) (population 43,781)	Town Manager	2017
Town of Los Gatos (CA) (population 30,545)	Assistant Town Manager	2017
City of San Marino (CA) (population 5,400)	City Manager	2017
City of Santa Ana (CA) (population 324,528)	City Manager	2017
City of Avalon (CA) (population 3,800)	City Manager	2016
City of Albany (OR) (population 52,000)	City Manager	2016
City of Boulder (CO) (population 108,090)	Deputy City Manager	2016
City of Anaheim (CA) (population 336,265)	City Manager	2015
City of Garden Grove (CA) (population 170,883)	City Manager	2015

Our Executive Search Team is comprised of seven, full-time recruiters with a wealth of experience in local government executive recruitments.

## Agency Information

ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name and DBA	Cooperative Personnel Services dba CPS HR Consulting
Addresses	<p><b>2450 Del Paso Road, Suite 220*</b> <b>Sacramento, CA 95834</b></p> <p>100 Congress Avenue, Suite 2000 Austin, TX 78701</p> <p>4 West Dry Creek Circle, Suite 100 Littleton, CO 80120</p> <p><b>*Main Office. This is the location that will provide the services described under this RFP.</b></p>
Phone Numbers	Main: (800) 822-4277; FAX (916) 263-3613
Year Established	1985
Type of Organization	Joint Powers Authority (Public Agency)
State/County Registration #s	As a California JPA with federal income tax exemption under IRS Code Section 115, CPS HR is exempt from most Local and State taxes.
Place of Incorporation	Not Applicable
Federal Employer ID #	FEIN: 68-0067209
Website	<a href="http://www.cpshr.us">www.cpshr.us</a>

### About CPS HR

CPS HR Consulting has been assisting organizations with their talent management needs **for over 30 years**. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public entity, we also understand the need for innovative yet practical results. CPS HR can provide expertise that is unique because we share with our clients a common perspective. There is no competitor in the industry that can make this claim.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR currently has a staff of over 100 full-time employees and more than 1,200 subject matter experts and contract employees who have a wide variety of government, public, and private sector human resources experience. Our Executive Search Team is comprised of four, full-time recruiters with a wealth of experience in local government executive recruitments. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, CA. We have regional offices in Austin, TX and Littleton, CO.

### Primary Contact Person

Primary Contact(s)	Contact Information (Address, Phone, Fax, Email)
Melissa Asher, Sr. Practice Leader of Products and Services	2450 Del Paso Road, Suite 220, Sacramento, CA 95834 (916) 471-3358; masher@cpshr.us

### Executive Recruitment Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Mr. Josh Jones will serve as your dedicated project manager throughout this recruitment process. Mr. Jones will leverage the knowledge and experience of our entire recruitment team in order to provide you with the best possible recruitment experience. We will not utilize subcontractors for these services. No staff member will be removed or replaced without the prior written concurrence of the City.

Role/Project Assignment	Name	Phone	Email
Executive Recruiter	Josh Jones	916-471-3301	jjones@cpshr.us
Supervising Executive Recruiter	Pamela Derby	916-471-3126	pderby@cpshr.us
Executive Recruiter	Andrew Nelson	916-471-3329	anelson@cpshr.us

### Josh Jones

Josh Jones brings nearly ten years of public sector experience to his role as Executive Recruiter at CPS HR Consulting. He holds a Master's degree in Public Administration from the University of Kansas and has worked with both cities and counties in such high-level roles as City Manager for the City of Parowan, Utah; Assistant City Manager for the City of Xenia, Ohio; Assistant to the Village Manager for the Village of Oak Lawn, Illinois; and Deputy County Administrative Officer for the County of Lake, California. With this direct professional experience, Mr. Jones brings a practitioner's touch to recruitments and understands the unique needs of clients whether they

are elected officials or management staff. Combining this knowledge with a sincere interest in the client's success, he ensures an exceptional level of service and satisfaction.

Utilizing his extensive professional network and data-driven recruiting techniques, Mr. Jones successfully sources high-quality candidates for both urban and rural clients in a wide variety of public sector fields including city and county management, housing, transit, social services, emergency communications, public safety, utilities, finance, municipal law, and more. He fosters genuine relationships and enjoys enriching the professional lives of clients and candidates alike through his recruitment services.

### **Pamela H. Derby**

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, city administrator, registrar of voters, library director, and director of information technology in addition to specialized support positions.

Prior to joining CPS HR, Ms. Derby served as the Aide to the Yuba County Board of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. She is sensitive to balance the wants of the community with the needs of the client so as to tailor a recruitment process that reaches out to the most appropriate candidates and ensures a diverse group of individuals from which to make a selection. She has successfully employed these techniques in jurisdictions ranging from under 10,000 to 10 million. Moreover, she employs a firmly-held personal philosophy that candidates must be treated with the same respect and careful consideration as her client.

Prior to her local government service, Ms. Derby served in the private sector and with several non-profit lobbying associations. She was responsible for the management of several large consumer groups.

### **Andrew Nelson**

Andrew Nelson brings an extensive background in government service to his role as Executive Recruiter at CPS HR Consulting through city administration, transportation planning, and court management as well as professional recruiter training from the U.S. military.

Mr. Nelson has significant experience with recruitments of professional and management positions for the public sector. Prior to joining CPS HR Consulting, Mr. Nelson served as City Administrator for the City of Kemmerer, WY and as director of the Casper Area Metropolitan Planning Organization

As a City Administrator, he was responsible for recruiting talent to a small community of 3,000 residents in rural Wyoming. It required patience, persistence, and just the right amount of negotiation to bring the right people at the right time. Other communities in the area and throughout the state frequently turned to him for expertise in recruiting city managers. This hands-on experience gives Mr. Nelson perspective to the mindset and needs of senior public officials recruiting open positions.

Beyond recruitment, his duties included comprehensive administration of their human resources policies. This consisted of assessing job performance, approving job descriptions and their associated revisions, revising employee policies, leading collective bargaining negotiations for the city, assessing and investigating risk management claims, and continuing training for all employees.

Additionally, Mr. Nelson currently serves the United States Coast Guard as an Auxiliary Recruiter. His role is to provide a local presence in Las Vegas for the regional office in Phoenix. In that capacity, he travels the state to visit high school career & college fairs and sporting events, developing relationships and providing leads to the active duty recruiters in Arizona. He received formal training in recruitment, including sales, marketing, and interviewing skills at the Coast Guard Training Center Cape May (New Jersey) and has received an Auxiliary Sustained Service award and a Coast Guard Meritorious Team Commendation as a direct result of his recruiting efforts.

### Current Recruitments Status

Agency	Title	Status/Point in Process
City of Manitou Springs (CO) (population 5,400)	City Manager	Phase 3
City of Carson (CA) (population 92,735)	City Manager	Phase 3
City of East Palo Alto (CA) (population 29,765)	City Manager	Phase 3

We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. Our recruitment team has the capacity and expertise to take on the City of Columbia's, City Manager recruitment.

## References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
<b>Town of Paradise Valley</b> 6401 E Lincoln Drive Paradise Valley, AZ 85253  Town Manager (2018)	Jerry Bien-Willner, Vice Mayor (480) 442-3532 jbienwillner@paradisevalleyaz.gov
<b>City of Woodland Park</b> 220 W. South Avenue Woodland Park, CO 80863  City Manager (2018)	Neil Levy, Mayor (719) 332-6338 nlevy@city-woodlandpark.org
<b>City of Modesto</b> 1010 10 <sup>th</sup> Street Modesto, CA 95354  City Manager (2018)	Kathy Espinoza, Executive Assistant to Mayor (209) 571-5597 kespinoza1@modestogov.com
<b>City of San Marino</b> 2200 Huntington Drive San Marino, CA 91108  City Manager (2017)	Mayor Richard Sun (626) 312-9533 richrardsun99@gmail.com
<b>City of Santa Ana</b> 20 Civic Center Plaza Santa Ana, CA 92701  City Manager (2017)	Edward Raya, Director of HR & Risk (951) 285-9325 edwardraya@yahoo.com

## Methodology

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### Key Stakeholder Involvement

The City Council on behalf of the City of Columbia must be intimately involved in the search for a new City Manager. Our approach assumes their direct participation in key phases of the search process. At the discretion of the City Council, other key stakeholders may also be invited to provide input for the development of the candidate profile.

### The City's Needs

A critical first step in a successful executive search is for the City Council to define the professional and personal qualities required of the City Manager. CPS HR has developed a very effective process that will permit the City Council to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the City Council wishes to establish with the City Manager; and ultimately, the professional and personal qualities required of the City Manager.

### Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new City Manager. We will contact the City Council and the newly appointed City Manager within six months of appointment to ensure an effective transition has occurred.

### Aggressive, Proactive, and Robust Recruitment

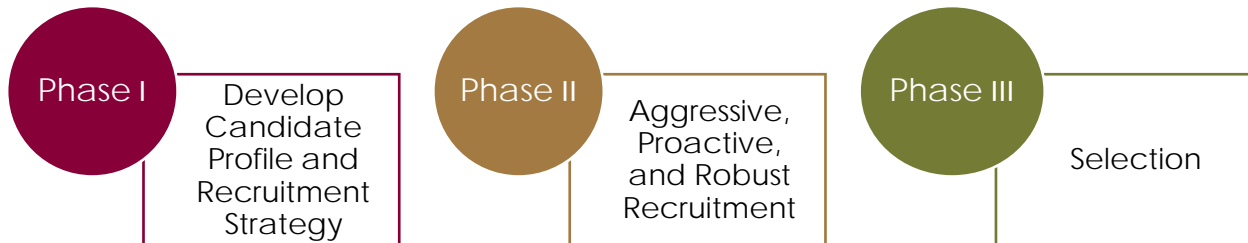
We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.



## Scope of Work

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Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new City Manager uniquely suited to the City's needs.



**Phase I:** Our consultant will meet with the City Council to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

**Phase II:** The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

**Phase III:** The selection process is customized for the City. CPS HR will work with the City Council to determine the process best suited to the City of Columbia.

### Phase I - Develop Candidate Profile and Recruitment Strategy

- Task 1 - Review and Finalize Executive Search Process and Schedule
- Task 2 - Key Stakeholder Meetings
- Task 3 - Candidate Profile and Recruitment Strategy Development
- Task 4 - Develop Recruitment Brochure

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new City Manager. Activities will include:

- Identifying key priorities for the new City Manager and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the City Council wishes to establish with the City Manager.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new City Manager in light of the discussions above.

- Discussing recruitment and selection strategies for the City Council’s consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at [www.cpsshr.us/search](http://www.cpsshr.us/search).

### Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 – Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 – Resume Review and Screening Interviews

Task 4 –Hiring Authority Selects Finalists

The recruitment process is tailored to fit the City’s specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements in appropriate magazines, journals, newsletters, job bulletins, and websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. Examples may include:

- City’s website
- CPS HR website
- ICMA
- Public CEO
- LinkedIn
- Governmentjobs.com
- Missouri Municipal League
- National League of Cities
- Careers in Government
- League of Kansas Municipalities

***Within the past five years, we have successfully placed more than 170 minority and female candidates in executive level positions.***

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the City Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the City Council. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the City Council to review this report and to assist them in selecting a group of finalists for further evaluation.

### Phase III – Selection

- Task 1 - Design Selection Process
- Task 2 - Administer Selection Process
- Task 3 – Final Preparation for Appointment
- Task 4 – Contract Negotiation

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing

the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- **Conduct Background Checks:** We will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.

#### **Task 4 – Contract Negotiation**

Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

## Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new City Manager can be completed in 14 to 16 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/ Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads			➤													
Aggressive Recruiting							➤									
Final Filing Date							➤									
Preliminary Screening									➤							
Present Leading Candidates										➤						
Interviews													➤			
Reference/ Background Checks														➤		
Appointment																➤
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

## Professional Fees and Expenses

### Professional Services

Our professional fixed fee covers all CPS HR services associated with **Phases I, II, and III** of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the City with finalist selection, and facilitate candidate interviews.

### Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and ***we will work proactively with the City to ensure that dollars being spent for expenses are in keeping with the City's expectations.*** Travel expenses for candidates who are invited forward in the interview process are not included under our reimbursable range. The listed reimbursable expenses range includes a background check on the selected finalist candidate.

Professional Fixed Fee & Reimbursable Expenses*	
<b>Professional Services Full Recruitment (Fixed Flat Fee)</b>	\$17,000
<b>Reimbursable Expenses</b> <u>Approximate</u> recruitment costs include: <ul style="list-style-type: none"> <li>■ Brochure Design and Printing</li> <li>■ Advertising</li> <li>■ Background check for one candidate</li> <li>■ Other recruitment expenses such as supplies, travel, and shipping</li> </ul>	\$7,000
<b>Not-to-Exceed Total</b>	<b>\$24,000</b>

\*Professional fees and reimbursable expenses would be billed and paid monthly.

### Optional: Recruitment Video

In addition to the standard recruitment brochure, CPS HR can develop a recruitment video to attract a wider range of applicants. More than 63% of organizations are now using visual media to attract the attention of job seekers, convey the culture of the organization, and effectively expand the talent pool. For this approximately three-minute video, CPS HR will arrive onsite to film footage of the work place and community, as well as conduct onsite interviews with selected employees. This video is optional and costs **\$3,500**, raising the Not-to-Exceed Total to **\$27,500**.

## Placement Guarantee

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### Two-Year Guarantee

If the employment of the candidate selected and appointed by the City as a result of a full executive recruitment (Phases I, II, and III) comes to an end before the completion of the first two years of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for reimbursable expenses. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the two-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

## Insurance Exceptions

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### Introduction to Exceptions

The CPS HR Contracts Manager and our insurance broker have reviewed the insurance agreement information included in the RFP. We can accept the terms and conditions set forth in it two minor exception in which we respectfully request and hope the City is amenable to discussion of this language during contract negotiations.

### Automobile Coverage

Hired and Non-Owned Auto Liability is covered but since CPS HR does not own any vehicles, there is not coverage for “owned” autos.

### Business License

Upon award of contract, we will obtain a City of Columbia business license should we be required, however we are a government entity and operate not for profit so should be exempt. We can discuss this further upon contract execution.



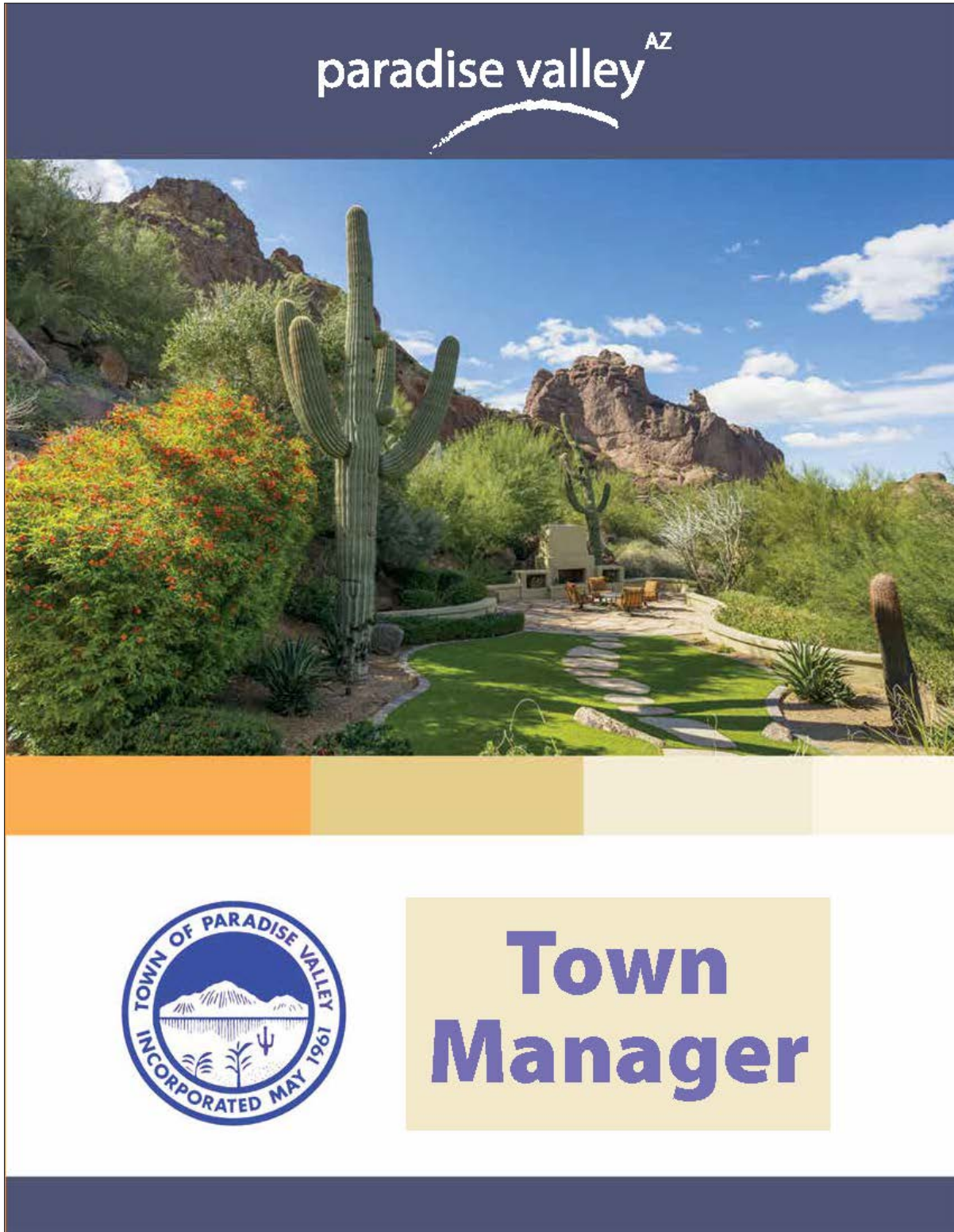
***We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of Columbia in this important endeavor.***

# W-9 Form

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	<b>Give Form to the requester. Do not send to the IRS.</b>																				
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Cooperative Personnel Services</b>																					
	Business name/disregarded entity name, if different from above <b>dba CPS HR Consulting</b>																					
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>California-Joint Powers Authority</b>																					
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____																					
Address (number, street, and apt. or suite no.) <b>2450 Del Paso Road, Suite 220</b> City, state, and ZIP code <b>Sacramento, CA 95834</b> List account number(s) here (optional)		Requester's name and address (optional)																				
<h3>Part I Taxpayer Identification Number (TIN)</h3> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																						
Social security number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> </tr> </table>												Employer identification number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:20px;">6</td> <td style="width:20px;">8</td> <td style="width:20px;">-</td> <td style="width:20px;">0</td> <td style="width:20px;">0</td> <td style="width:20px;">6</td> <td style="width:20px;">7</td> <td style="width:20px;">2</td> <td style="width:20px;">0</td> <td style="width:20px;">9</td> </tr> </table>	6	8	-	0	0	6	7	2	0	9
6	8	-	0	0	6	7	2	0	9													
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																						
<h3>Part II Certification</h3> Under penalties of perjury, I certify that:																						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																						
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																						
<b>Sign Here</b>	Signature of U.S. person ▶ <i>Ved R. Bunker</i>	Date ▶ 01/23/2018																				
<h3>General Instructions</h3> Section references are to the Internal Revenue Code unless otherwise noted.																						
<b>Future developments.</b> The IRS has created a page on IRS.gov for information about Form W-9, at <a href="http://www.irs.gov/w9">www.irs.gov/w9</a> . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.																						
<b>Purpose of Form</b> A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.																						
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:																						
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the																						
withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.																						
<b>Note.</b> If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.																						
<b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are:																						
<ul style="list-style-type: none"> <li>• An individual who is a U.S. citizen or U.S. resident alien,</li> <li>• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>• An estate (other than a foreign estate), or</li> <li>• A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul>																						
<b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.																						
Cat. No. 10231X		Form <b>W-9</b> (Rev. 8-2013)																				



## Appendix A: Sample Brochure



## THE COMMUNITY

Situated between Camelback Mountain and Mummy Mountain and their stunning landscapes, the Town of Paradise Valley is nestled between Phoenix and Scottsdale in the heart of the Valley of the Sun. The Town encompasses 16.5 square miles and, as of the 2010 census, was home to approximately 13,000 residents living in approximately 5,600 households. Today, and throughout the Town's history, residents remain committed to the original vision: preserving and maintaining quiet surroundings, open space, and privacy – as evidenced in the Town's 2012 General Plan. The General Plan was passed with over 80% of the vote, representing remarkable political harmony among citizens and leadership about the direction of the Town. It follows that the Town has a reputation as being one of the most pleasing and desirable communities in the nation due to the natural beauty of the desert and the surrounding hillsides and mountains, its emphasis on safety and privacy, and providing residents and resort visitors with open space and a very special place to visit or reside – which includes a resident population with an overall reputation of friendliness, sophistication, and civility.

Well known as Arizona's poshest and most beautiful town, Paradise Valley has been the community of United States Supreme Court Justices Sandra Day O'Connor and William Rehnquist – the latter of whom served as the Town of Paradise Valley's first attorney upon its incorporation in 1961 – and the 1964 Republican nominee for President, Barry Goldwater. The Town is also home to more business leaders and CEOs per capita than any other community in Arizona and is the home address for many of the owners of Arizona's four major league sports franchises, their athletes, and the state's most prestigious country club. Paradise Valley is the wealthiest community in the state and is highly ranked in terms of the percentage of residents with advanced levels of education. The average age of residents is 53. Most of the Town's homes are on lots of one acre or more and include prime real estate, with the median value of homes approaching \$2 million.

Paradise Valley is home to nine high-end, destination resorts, making it one of Arizona's premier tourist destinations. The sales and bed tax revenues from these resort operations allow residents to enjoy the benefit of not having to pay any local property tax. The Town includes several places of worship, public and private schools, medical offices, and three golf courses. With very few exceptions, the primary land use as designated in the 2012 General Plan is low density residential (typically one acre lots). The combination of its temperate

climate, central location, and unlimited recreational, cultural and shopping opportunities nearby make Paradise Valley an ideal place to live, play, and visit.

## TOWN GOVERNMENT

The Town of Paradise Valley has a Council-Manager form of government. Consisting of the Mayor and six Council members, the unpaid, volunteer Town Council serves the residents of Paradise Valley on a voluntary basis, as do the Presiding Judge, Associate Judges, Judges Pro Tem, Hearing Officers, and all Boards and Commissions. The Council members are elected to serve four-year staggered terms and the Mayor is elected every two years. The Council appoints the Town Manager, the Town Attorney, the Municipal Judges, and the voluntary members of all committees, commissions, and boards. Due to Paradise Valley's demographics, the Mayor, Town Council, and volunteers are frequently – if not always – well-educated and highly accomplished professionals.

The Town's current FY budget totals \$47.4 million and reflects 102.7 authorized positions. Town revenues are generated primarily from sales taxes (47%), bed taxes (13%), state shared revenues (12%), permits and fines (13%), and franchise fees and other sources (15%). The Town uses intergovernmental agreements with neighboring cities to provide some essential services, including with the City of Phoenix for fire service (two fire stations are located in the Town) and the City of Scottsdale for wastewater management. Water services in the Town are handled by a mix of public and private water companies. Residents subscribe to other services, such as refuse collection and recycling, through private service providers.

## TOWN MANAGER

The Town Manager is responsible for the management of the Town and oversees all departments (Community Development, Public Works/Engineering, Finance, Information Technology and Police) except the Town Attorney and the Municipal Court. The Town Manager's office includes the Town Clerk, Human Resources Manager, and Executive Assistant. A Deputy Town Manager currently assists in overseeing the areas of Community Development, Public Works, Information Technology, Intergovernmental/Legislative Affairs, and contracts for Fire Service and the Post Office. With hiring authority for all departments and department heads except the Council-appointed Town Attorney and Municipal Judges, the





Town Manager is the administrative head of town government operations and also plays a key role in intergovernmental relations and legislative monitoring. The Town Manager has the responsibility for preparing the Town's annual budget for the Town Council's consideration.

### PRIORITIES, INITIATIVES, AND CHALLENGES

In addition to becoming quickly acclimated and overseeing the day-to-day operations of the organization, the new Town Manager will be expected to strategically address the following issues and priorities recently reaffirmed by Town Council with input from department heads.

#### Public Safety

The Town Council has invested significant funds and energy in attracting and maintaining the highest quality and best equipped police force and fire service to meet the Town's needs and high expectations. It is an ongoing focus to continue to provide best-in-class police and fire services, which includes significant community outreach and involvement.

#### Stable Financial Planning and Management

Long-range planning for Paradise Valley's financial health and budgeting – especially public safety, public works, planning/development, and other key service areas – remains a fundamental priority. Consistent with its value of fiscal conservatism, the Town has made great strides in reducing its police pension liability. Those efforts are ongoing and are anticipated to continue for the next several years, with planned annual multi-million-dollar paydowns. The Town always seeks to maintain adequate reserves, and historically has maintained reserves above or equal to one year of operating expenses. Recently, certain Town revenue streams have been affected or threatened by State-level legislation. The Town has largely had success in addressing these matters through its strong relationships and advocacy, but this is an area that will require ongoing attention in order to preserve our current, mostly predictable revenue streams; leadership in finding solutions and having contingency plans in this area will be critical. The Town does not have a property tax and does not seek to impose one.

#### Development, Re-development and Density

New and redeveloping resorts will continue to make proposals that will capture the interest of the community. Revenue from resorts is a key revenue source and helps allow the Town

to avoid a local property tax, but higher density residential development proposals are typically not well received by residents seeking to maintain the Town's low-density residential lifestyle. It is expected that at least two major resort developments (the Five Star Ritz-Carlton and SmokeTree Resort projects) may be in active stages when the new Town Manager begins work. There also likely will be several other potential re-development projects, from minor adjustments to complete overhauls, in the pipeline. Because of the impact of these projects and because the Town's resorts are entitled under site-specific special use permits, these projects will require attention, care, and appropriate leadership from the Town's Mayor and Council, working hand-in-hand with the Town's professional staff members and stakeholders.

#### Cell Phone Coverage

Improving cell phone coverage throughout the Town is a pressing goal. Largely because of the Town's mountains and valleys (natural obstructions to signal), its low population density, its focus on removing above-ground infrastructure and lighting that represent visual blight to Town residents, and tepid industry interest that appears to be related to the foregoing, the Town's cell phone service is deficient in the view of the current Council and many residents. It is anticipated that there will be work to do on this front and a special task force has been created to oversee these efforts.

#### Information Technology

The Town Council has allocated significant funds to enable the Town to invest in and incorporate new and improved technology across the organization, specifically in the area of public safety. It is an ongoing focus to further incorporate technology to increase efficiencies and effectiveness of operations while enhancing the Town's abilities to share information internally and with the community. This includes efforts to integrate and successfully use both new and existing IT and other technology investments.

### IDEAL CANDIDATE

The ideal candidate is a committed, highly professional, and highly competent individual who has a positive record of achievement and who exhibits a history of building constructive, positive working relationships with both internal and external stakeholders. The successful candidate will actively solicit good ideas from all levels of the organization and will have the ability to earn respect and foster innovative solutions to Town problems through sound administrative practices.

and strategic planning skills. Successful candidates will have a demonstrated track record of effective staff management, community relations, and significant experience working with an energized council or board of directors. The ideal candidate will possess strong budget and fiscal management skills. The ideal candidate should have the interest and ability to tackle important or high-profile issues in a "hands on" manner. Candidates who have experience in an affluent/sophisticated community and who possess development and long-range planning skills/experience will be favorably considered. The Council seeks candidates who are interested in establishing a long-term commitment with the Town.

#### Education and Experience

The ideal candidate will be a seasoned, experienced local government executive with highly relevant experience. A Bachelor's degree in public/business administration, political science, or related field is required. A Master's degree in a related discipline (e.g. MPA, MBA) is preferred.

The Town's leadership has also identified the following qualities as important criteria to be utilized in the selection process:

#### Professional and Personal Characteristics

- Keeps the Town's best interests at heart working with the representative and hands-on Town Council; provides the best professional advice, knows when to take a stand and recognizes one's own strengths and weaknesses, as well as informational deficits, in order to make the best recommendations and decisions possible
- Outgoing, effective oral and written communicator with strong listening and interpersonal skills who welcomes input, yet is decisive in taking action; displays a customer service orientation towards an engaged citizenry
- Focuses on building strong teams; a secure leader and mentor who positively motivates staff and supports their development, while not shying away from areas of needed improvement or conflict should they arise; champions cross-training between staff and utilizes outside experts and volunteers
- Develops an understanding of the culture of the Town (to include limited, nimble government), shows unquestioned integrity and fairness, and strategically seeks to plan for and to deliver the best results possible for a Town and Council with high expectations; strong negotiation skills to work effectively with staff, Council, community stakeholders, and others in order to effectively represent the Town's position and achieve excellent results

## COMPENSATION

The salary for the Town Manager is competitive and negotiable. Town residency is welcomed, but not required. The Town offers an attractive benefit package including: membership in the Arizona State Retirement System; Deferred Compensation Plan; health, dental, life and disability insurance for employee and family; Town contributions to Health Savings Account; supplemental life and short-term disability insurance; competitive leave benefits; 10 paid holidays and two floating holidays. For a complete list of benefits visit [www.paradisevalleyaz.gov/170/employment-information](http://www.paradisevalleyaz.gov/170/employment-information)

## APPLICATION AND SELECTION PROCESS

The final filing date for this position is **Monday, September 10, 2018**. To be considered, please submit a resume, cover letter, and six work-related references (who will **not** be contacted in the early stages of the recruitment). Resumes should reflect years **and** months of positions held, as well as the size of staff and budgets you have managed. Please apply at: <https://secure.cpshr.us/escandidate/JobDetail?ID=373>

### CPS HR CONSULTING

Josh Jones  
CPS HR Consulting  
Tel (916) 471-3301  
Email: [jjones@cpshr.us](mailto:jjones@cpshr.us)  
Website: [www.cpshr.us/search](http://www.cpshr.us/search)

Resumes will be screened with consideration of the criteria outlined in this brochure. Candidates deemed to have the most relevant qualifications will be invited to interview with the consultant, following which the most qualified candidates, as determined by the Town, will be invited for interviews. The Town anticipates making an appointment to the position following the completion of reference and background checks.

