



AGENDA REPORT

Meeting Date: July 21, 2009
Item Number: E-4
To: Honorable Mayor & City Council
From: Laurence S. Wiener, City Attorney
Subject: **AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RALPH ANDERSEN & ASSOCIATES FOR EXECUTIVE SEARCH SERVICES**
Attachment: Agreement

RECOMMENDATION

The City Council Ad Hoc Committee recommends approval of an agreement between the City of Beverly Hills and Ralph Andersen & Associates ("Andersen") for executive search services.

INTRODUCTION

This agreement would retain Ralph Andersen & Associates to conduct a national executive search for a new Beverly Hills City Manager.

DISCUSSION

The City Council received proposals from a number of experienced executive search firms to assist the City in conducting its search for a new City Manager. The City Council Ad Hoc Committee of Council Members Brucker and Brien were tasked with reviewing and evaluating the proposals submitted.

The Ad Hoc Committee received and reviewed twelve proposals. On July 7, Council Members Brucker and Brien interviewed the top three search firm candidates. The two council members independently ranked the three firms and both members of the committee ranked Andersen as the top candidate.

The committee recommends Anderson for the following reasons:

1. Andersen strongly promoted a client driven process for selecting the top candidate.

2. Andersen is committed to an open and transparent process that will create a desired profile based not only on the input of the City Council, but also residents, the business community, department heads and labor leaders.
3. Andersen proposes a timely process which is estimated to take from seventy five to ninety days to complete.
4. Andersen has national search experience and has experience recruiting from both the public and private sector to fill public sector positions.
5. Andersen is committed to work for the City and not the candidates. The firm will not engage in any other city manager recruitment while working on the Beverly Hills City Manager search.
6. Andersen will develop a rigorous screening process with both a matrix and metrics that will allow the entire City Council to evaluate each candidate's experience.
7. The Andersen team will be led by the company's president, Heather Renschler, who has a clear understanding of the community of Beverly Hills and the surrounding west side of the Los Angeles metropolitan area.

FISCAL IMPACT

Compensation for the services required under the agreement, including reimbursable expenses, shall not exceed \$28,000.



Approved By
Laurence S. Wiener

Attachment

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RALPH ANDERSEN & ASSOCIATES FOR EXECUTIVE
SEARCH SERVICES

NAME OF CONSULTANT: Ralph Andersen & Associates

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Heather Renschler

CONSULTANT'S ADDRESS: 5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765
Attention: Heather Renschler

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia
Assistant Director of Administrative
Services/Human Resources

COMMENCEMENT DATE: July 21, 2009

TERMINATION DATE: Upon satisfactory completion of services,
estimated to be 75 to 90 days

CONSIDERATION: Fixed fee: \$20,000; Reimbursable
expenses not to exceed \$8,000; total not to
exceed \$28,000 as more particularly
described in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RALPH ANDERSEN & ASSOCIATES FOR EXECUTIVE
SEARCH SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Ralph Andersen & Associates, (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above. The City may extend the time of performance in writing pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Guarantee. If, during the first year of employment, the new City Manager resigns or is dismissed for cause by CITY, CONSULTANT agrees to perform another search for a City Manager for no professional services fee. CONSULTANT shall be entitled to reimbursement of expenses described in Exhibit B-1 and incurred during such search. The provisions set forth in this section 4 shall survive the termination of this Agreement.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees,

except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the Assistant Director of Administrative Services/Human Resources or her designee who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 9. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT. CONSULTANT shall not engage in any other city manager recruitment during the term of this Agreement.

Section 10. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to

maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+,VII in the latest edition of Best's Insurance Guide.

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The Comprehensive General Liability and Comprehensive Vehicle Liability policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 11. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 12. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid a portion of the fixed fee equal to the portion of the total amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 13. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 14. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 15. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 16. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 17. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 18. Conflict with CONSULTANT'S Proposal. In the event of conflict between the terms of the Agreement and CONSULTANT's Proposal, attached hereto and incorporated herein as Attachment I to Exhibit A, the terms of the Agreement shall prevail.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 21. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 200__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

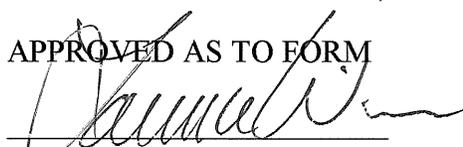
_____(SEAL)

BYRON POPE
City Clerk

CONSULTANT: RALPH ANDERSEN &
ASSOCIATES


HEATHER RENSCHLER
President & Chief Executive Officer

APPROVED AS TO FORM


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager

[Signatures continue]



SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall perform the following services to the full satisfaction of CITY:

1. **Search Engagement.** CITY agrees to engage CONSULTANT to perform those services described below in connection with the Beverly Hills City Manager Executive Search ("the Search").

2. **Services.** CONSULTANT agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
 - a) Position Analysis
 - b) Advertising Campaign
 - c) Candidate Identification
 - d) Resume Review and Screening
 - e) Preliminary Interviews
 - f) Detailed Reference Checks
 - g) Recruitment Report
 - h) Client/Finalist Interviews
 - i) Final Interview Assistance
 - j) Follow-up Correspondence

A more full description of the services is set forth in a proposal from CONSULTANT to CITY, dated April 30, 2009, attached as Attachment I to Exhibit A.

Consultant's Proposal

Summary of Our Search Process

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 37 years.

We feel that the key elements of the search process, which can be tailored to fit the specific needs of the City of Beverly Hills, should include:

- Developing a comprehensive position profile based upon information obtained in meetings with the Mayor and City Council. Also, and if desired by the City Council (strongly recommended by Ralph Andersen & Associates), an introductory meeting with the City's Department Directors would also be conducted.
- Extensive *personal outreach*, in-person and via telephone, to qualified candidates within the Western Region and selectively throughout the nation.
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, uses the Internet, and also uses professional contacts throughout California and the Western Region.
- A screening process that narrows the field of candidates to those that most closely match the needs of the City and is based on extensive reference checks and telephone interviews with the top candidates.
- Delivering a product in the form of a search report that recommends the top group of candidates and provides the decision-makers with detailed information about their backgrounds and experience.
- Assistance during the interview and selection process and in the negotiation of a compensation package.

Project Staffing

The reputation of the search firm and personal commitment of the recruiters define the difference between the success and failure of any given recruitment. Ralph Andersen & Associates' search professionals are acknowledged leaders in the field and possess a broad range of skills and experience in the areas of local government management, executive search, and related disciplines. Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf.

The City of Beverly Hills will have the Search Team of Ms. Heather Renschler as Project Director and Mr. Robert Burg as Co-Project Director on this very important search assignment. Additionally, on various aspects of the search, the Search Team will have the assistance of two former city managers to assist on candidate outreach and identification.

- **Ms. Heather Renschler, Project Director** – Ms. Renschler has been with Ralph Andersen & Associates for more than 24 years and is the firm’s Chief Executive Officer. Ms. Renschler has overseen the recruitment practice of Ralph Andersen & Associates for the last twelve years and, as a result, is often involved with recruitments on a national scale and those of a highly sensitive and critical nature. Her involvement in recruitments is as the Project Director. She is experienced at working with city councils, boards, staff members, and selection committees in the recruitment and selection process. Her network of contacts and potential candidates is extensive not only within the Western Region but also on a national scale. Prior to joining Ralph Andersen & Associates, Ms. Renschler had private sector experience working with firms in the areas of construction management, health care and public accounting. Ms. Renschler attended the University of Toledo and majored in Accounting and Journalism. She obtained her Bachelor’s degree in public administration from the University of San Francisco.
- **Mr. Robert J. Burg, Co-Project Director** – Mr. Burg is the Executive Vice President of Ralph Andersen & Associates. As a senior executive, his area of concentration is on executive search and management consulting. His client base, as a retained consultant and high-level advisor, is focused on all facets of government, non-profit and private enterprise. Mr. Burg has a total of 30 years of experience in the area of government, and brings those years of experience and intuition to the recruiting process to accurately identify city manager qualities/competencies important to City of Beverly Hills. International consulting activities include healthcare organizational design for the Knesset in Israel, Ministry of Health, China, South Korea, and the British Parliament. Mr. Burg has a Bachelor of Arts degree in Economics and a Masters of Business Administration, both from the University of Miami.
- **Mr. John Goss, Former City Manager** – Mr. Goss is a Senior Consultant with Ralph Andersen & Associates and a former local government executive. He is the former City Manager of the Cities of Alameda and Chula Vista, General Services Director for the City of Oakland, and Assistant County Administrator, San Bernardino County. With over 40 years of local government experience, he has experience in every facet of city government. Mr. Goss is highly regarded as an innovative manager with significant experience in the area of community development, economic development and redevelopment. *Mr. Goss is a prior recipient of the Mark E. Keane Award of Excellence presented through the International City/County Management Association.* Mr. Goss earned a Bachelor of Arts in Policy Economy from Fresno State and a Masters of Public Administration from the University of Southern California.
- **Mr. Jeff Foltz, Former City Manager** – Mr. Jeffrey Foltz is a senior executive with more than 31 years of public sector experience. Mr. Foltz retired in 2006 from the City of Yuba City, California, after more than 20 years as the City Manager. Mr. Foltz was also the first City Administrator for the City of Susanville, California. Mr. Foltz brings an

array of experience and contacts in local government. Previously, Mr. Foltz held administrative positions with the Cities of Clovis and Los Alamitos, California. Mr. Foltz holds a Masters of Public Administration from the University of Southern California and a Bachelor of Arts in Business Administration from Western Washington University.

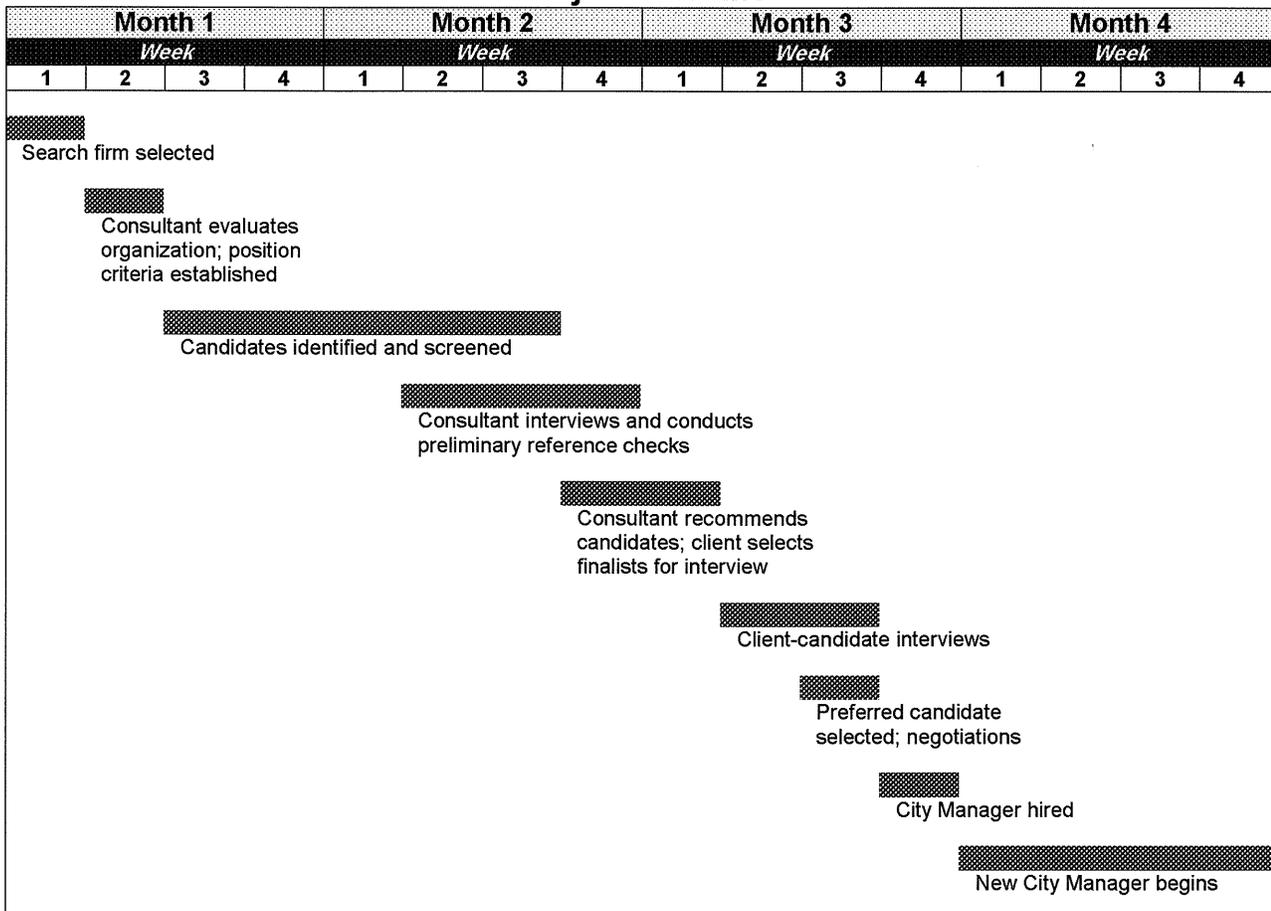
Paraprofessional and Support Staff will provide administrative support and research to the Search Team on this recruitment assignment.

Project Timing and Cost

Project Timing

Ralph Andersen & Associates will complete an expedited search within 75 – 90 days (or less) from the execution of the agreement to the presentation of candidates. Negotiation with the top candidate will take an additional week or two after finalist interviews. We are prepared to begin this search upon verbal notification to proceed. A brief overview of the recruitment schedule over a 12 week period of time follows on the next page:

Project Timeline



Cost

The search effort for a new City Manager will be national in scope with a focus on candidates in the Western Region. **The professional services fee to perform this search will be a fee of \$20,000 plus reimbursable expenses estimated to be \$6,000 - \$8,000 (or less). The total cost to the City of Beverly Hills will not exceed \$28,000.** Expenses include such items as advertisements, travel, clerical, research, graphic design, printing and binding, postage and delivery, verifications and Internet and Lexis/Nexis searches on the top three (3) candidates, and long-distance telephone charges. Expenses will be billed based on actual incurred costs. Ralph Andersen & Associates will bill the City of Beverly Hills monthly. Progress payments for professional services and expense reimbursement will be due upon receipt. The City will be responsible for all candidate expenses related to on-site interviews.

Search Work Plan

This section describes the usual steps in the search for a new City Manager for the City of Beverly Hills. The Search Team will be under the direction of Ms. Heather Renschler, Project Director and Mr. Robert Burg, Co-Project Director.

Task 1 – Review Project Management Approach

The Search Team will meet with the Mayor and City Council and others, as appropriate, to discuss the project management for the search. The discussion will include a review of the work plan, confirmation of timing, and communication methods.

Task 2 – Develop Position Profile

The position profile for the City Manager is the guide for the entire search process. *Please refer to the attached sample submitted with this Proposal.* The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

The Search Team will meet with the Mayor and City Council to gain an understanding of the experience and professional background requirements desired in the City Manager. These meetings will also help the search consultant gain an understanding of the work environment and the issues facing the City of Beverly Hills.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the City Manager. The criteria should reflect the goals and priorities of the City of Beverly Hills. The Search Team will meet with key staff in the City, and others as appropriate, to facilitate the identification and articulation of that criteria.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by the search consultant. The brochure will be reviewed by the Mayor and City

Council in draft format, revised as appropriate, and published for use throughout the search.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the search consultant and includes specific outreach and recruiting activities briefly described below.

Outreach

An accelerated outreach and advertising campaign will be developed. It will include the placement of ads in publications such as the *International City/County Management Association (ICMA)*, *Western City Magazine*, *Jobs Available*, and other professional publications. Specific Internet sites related to government will be used, including *Careers In Government*, as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' home page, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the Search Team will target those individuals who meet the criteria set by the Mayor and City Council. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Reference Review

The Search Team will conduct preliminary reference reviews for those candidates identified as the most qualified as a result of the screening process. Direct contact will be made with a limited number of references to learn more about the candidates' experience, past performance, and management style.

Conduct Interviews

A member of the Search Team will conduct interviews with the top group of candidates identified through the screening and preliminary reference review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately eight (8) to ten (10) individuals. Those individuals will be reviewed with the Mayor and City Council prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, the Search Team will meet with the Mayor and City Council to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed in-person by the Mayor and City Council; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications. The search report will include candidate resumes. The results of preliminary reference reviews and interviews will be reviewed with the Mayor and City Council.

The results of the Search Report will be a confirmed group of finalist candidates (typically 4-6) that the Mayor and City Council will interview in-person.

Task 6 – Selection

The final selection process will vary depending upon the desires of the Mayor and City Council. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below:

- The Project Director will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the City.
- The support staff of Ralph Andersen & Associates will prepare an interview booklet that includes the resumes and candidate report (with interview comments, reference checks and other relevant information about the candidates). In addition, the booklet will contain suggested questions and areas for discussion based upon the recruitment criteria. Copies of the interview booklet will be provided in advance of the candidate interviews.

- The Project Director will attend the interviews to assist the City through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.
- Verifications will be made on the top candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search and credit check. The results of these verifications will be discussed with the Mayor and City Council at the appropriate time.
- As needed, the Search Team is available to provide assistance to the Mayor and City Council in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Task 7 – Negotiation

The Search Team is available to assist the City in negotiating a compensation package with the selected candidate. This may include recommendations on setting compensation levels. Additionally, Ralph Andersen & Associates will prepare a draft employment agreement and work with the City's Legal Counsel on the finalization of this document. As required by the Brown Act, the employment agreement for the new City Manager will be required to be approved and voted on in a public meeting.

Task 8 – Close Out

After the City has reached agreement with the individual selected for the position, the Search consultant will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

EXHIBIT B-1

COMPENSATION

CITY shall pay CONSULTANT a fixed fee of Twenty Thousand Dollars (\$20,000) for the satisfactory performance of services required by this Agreement.

Expense Reimbursement.

CONSULTANT shall be entitled to reimbursement from CITY for out-of-pocket expenses incurred by CONSULTANT for travel, advertising, printing and binding, postage and delivery, clerical, graphic design, research, Internet and Lexis/Nexis searches, backgrounds and verifications, and fax and long-distance telephone charges. Expenses shall not exceed Eight Thousand Dollars (\$8,000). CONSULTANT shall provide CITY with a listing of expenses by category of expense as a part of the monthly billings. CITY shall be responsible for all candidate expenses related to on-site interviews.

Compensation for Additional Services.

In the event CITY requires services in addition to those described in Exhibit A, CONSULTANT shall be compensated at CONSULTANT's standard hourly rates for professional services as set forth below, plus reimbursement of the expenses as described above.

Hourly Rates for Additional Services:

Project Director	\$150
Executive Manager	\$125
Senior Consultant	\$110
Consultant	\$ 80
Graphics Designer	\$ 75
Researcher	\$ 60

EXHIBIT B-2

Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month. The statement shall include an invoice for a prorated portion of the total fixed compensation, based on the expected schedule for completion of the services. If CITY or CONSULTANT believe that completion of the services will be delayed beyond ninety days, then the expected schedule and proration shall be adjusted accordingly. The itemized statement shall include documentation setting forth in detail a description of the services rendered and the expenses incurred. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
 Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS: _____
