



## AGENDA REPORT

**Meeting Date:** October 18, 2016  
**Item Number:** D-6  
**To:** Honorable Mayor & City Council  
**From:** Don Rhoads, Director of Administrative Services/CFO  
Shelley Ovrom, Assistant Director of Administrative Services/HR

**Subject:** AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BOB MURRAY & ASSOCIATES FOR EXECUTIVE PERSONNEL RECRUITMENT SERVICES; AND APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$30,000 TO THE PURCHASE ORDER FOR A NOT-TO-EXCEED AMOUNT OF \$72,000

**Attachments:** 1. Original Agreement No.171-16  
2. Amendment No. 1

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### **RECOMMENDATION**

Staff recommends that the City Council approve an amendment to the contract (171-16) and an additional \$30,000 to be added to this existing purchase order for a total not-to-exceed amount of \$72,000 for executive personnel recruitment services.

### **INTRODUCTION**

The City has retained the services of Bob Murray & Associates to conduct executive personnel recruitment services. The initial contract was approved under the City Managers authority for Bob Murray & Associates to conduct the executive searches for the Director of Public Works and Assistant Director of Community Services positions. This amendment will extend the term of the contract and expand the scope of services to include the executive search for the Deputy City Manager position.

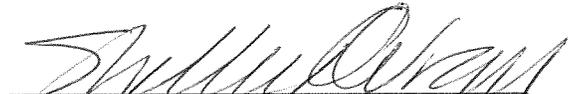
**DISCUSSION**

In anticipation of beginning the recruitment for the Deputy City Manager position, the City solicited proposals from two executive search firms. Bob Murray & Associates submitted a proposal with a discounted consulting fee for the Deputy City Manager recruitment in consideration of the existing client relationship resulting from their management of both our Director of Public Works and Assistant Director of Community Services positions. Based on their experience managing executive/senior management level recruitments for the City, the efficiencies afforded from the recruitments they are currently managing and the discount offered as a result of those efficiencies, the City selected Bob Murray & Associates to conduct the executive recruitment for the Deputy City Manager position. This has necessitated an amendment to expand the scope and term of the existing contract with Bob Murray & Associates.

**FISCAL IMPACT**

The amendment includes a change to the original contract for the additional services related to the Deputy City Manager recruitment. The total costs associated with the three executive searches conducted by Bob Murray & Associates will not exceed \$72,000. There is sufficient funding in the Human Resources budget, within the department of Administrative Services, for the expenses related to the additional scope of services provided under this contract.

  
Don Rhoads  
Director of Administrative Services/  
CFO

  
Shelley Ovrom  
Assistant Director of Administrative  
Services/HR

# Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BOB MURRAY & ASSOCIATES FOR EXECUTIVE SEARCH FOR THE POSITIONS OF ASSISTANT COMMUNITY SERVICES DIRECTOR AND DIRECTOR OF PUBLIC WORKS SERVICES

NAME OF CONTRACTOR:	Bob Murray & Associates
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Gary Phillips, Executive Vice President/CFO
CONTRACTOR'S ADDRESS:	1544 Eureka Road, Suite 280 Roseville, CA 95661 Attention: Valerie Gaeta Phillips, President
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Don Rhoads, Director of Administrative Services/CFO
COMMENCEMENT DATE:	June 1, 2016
TERMINATION DATE:	September 1, 2016
CONSIDERATION:	Not to exceed \$ 42,000.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BOB MURRAY & ASSOCIATES FOR EXECUTIVE SEARCH FOR THE POSITIONS OF ASSISTANT COMMUNITY SERVICES DIRECTOR AND DIRECTOR OF PUBLIC WORKS SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Bob Murray & Associates (hereinafter called "CONTRACTOR").

RECITALS

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

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work 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. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent CONTRACTOR. CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR 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. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

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

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

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

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) 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 CONTRACTOR.

(2) 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 CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-CONTRACTORS to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) 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.

(d) CONTRACTOR 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 CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR 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. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance 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.

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

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

Section 12. Indemnification. CONTRACTOR 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 CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR 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 CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. 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 CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. 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 CONTRACTOR must be made in writing and approved by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States

mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, 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 CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

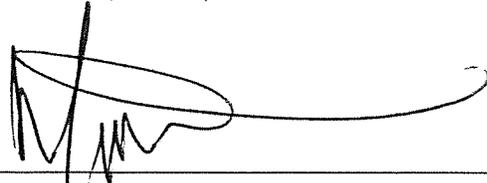
Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. 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 6<sup>th</sup> day of June 2016, at Beverly Hills, California.

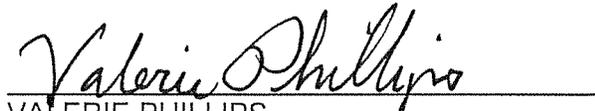
CITY OF BEVERLY HILLS  
A Municipal Corporation



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MAHDI ALUZRI *MA*  
City Manager

CONTRACTOR: Bob Murray & Associates



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VALERIE PHILLIPS  
President



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GARY PHILLIPS  
Executive Vice President/Chief Financial  
Officer

APPROVED AS TO CONTENT



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DON RHOADS  
Director of Administrative Services/ Chief  
Financial Officer



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KARL KIRKMAN  
Risk Manager

## **Exhibit A**

### **THE RECRUITMENT PROCESS/Scope of Work**

CONTRACTOR'S unique and client oriented approach to executive search will ensure that the CITY has quality candidates from which to select the new Assistant Community Services Director and Director of Public Works and Transportation. Outlined below are the key steps in CONTRACTOR recruitment process.

#### **STEP 1 DEVELOPING THE CANDIDATE PROFILE**

CONTRACTOR'S understanding of the CITY needs will be key to a successful search. CONTRACTOR will work with the City Manager to learn as much as possible about the organization's expectations for the new Assistant Community Services Director and the Director of Public Works and Transportation. CONTRACTOR wants to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the CITY. CONTRACTOR also wants to know the City Manager's expectations regarding the knowledge, skills and abilities sought in the ideal candidates and will work with the CITY to identify expectations regarding education and experience. Additionally, CONTRACTOR wants to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidates. The profiles CONTRACTOR develops together at this stage will drive subsequent recruitment efforts.

#### **STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE**

After gaining an understanding of the CITY's needs, CONTRACTOR will design an effective advertising campaign appropriate for each individual recruitment. CONTRACTOR will focus on professional journals that are specifically suited to these searches. CONTRACTOR will also develop professional recruitment brochures on the City Manager's behalf that will discuss the community, organization, positions and compensation in detail. Once completed, CONTRACTOR will mail the profiles to an extensive audience for each position, making potential candidates aware of these exciting opportunities with the CITY.

#### **STEP 3 RECRUITING CANDIDATES**

After cross-referencing the profile of the ideal candidates with CONTRACTOR database and contacts in the field, CONTRACTOR will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. CONTRACTOR recognizes that the best candidate is often not looking for a new job, and this is the person we actively seek to convince to become a

candidate. Aggressively marketing these positions to prospective candidates will be essential to the success of the searches.

#### **STEP 4 SCREENING CANDIDATES**

Following the closing date for the recruitments, CONTRACTOR will screen the resumes CONTRACTOR have received. CONTRACTOR will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

#### **STEP 5 PERSONAL INTERVIEWS**

CONTRACTOR will conduct personal interviews with the top 10 to 12 candidates for each recruitment with the goal of determining which candidates have the greatest potential to succeed in CITY's organization. During the interviews CONTRACTOR will explore each candidate's background and experience as it relates to the position. In addition, CONTRACTOR will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. CONTRACTOR will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

#### **STEP 6 PUBLIC RECORD SEARCH**

Following the interviews, CONTRACTOR will conduct a review of published articles for each recommended candidate for each recruitment. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers for the communities in which the candidates have worked. This alerts us to any further detailed inquiries we may need to make at this time.

#### **STEP 7 RECOMMENDATION**

Based on the information gathered through meetings with your organization and personal interviews with candidates, CONTRACTOR will recommend a limited number of candidates for your further consideration regarding each position. CONTRACTOR will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. CONTRACTOR will make specific recommendations, but the final determination of those to be considered will be up to the CITY.

#### **STEP 8 FINAL INTERVIEWS**

CONTRACTOR's years of experience will be invaluable as CONTRACTOR will help CITY develop an interview process that objectively assesses the qualifications of each candidate. CONTRACTOR will adopt an approach that fits CITY's needs, whether it is a

traditional interview, multiple interview panel or assessment center process. CONTRACTOR will provide CITY with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. CONTRACTOR's expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

CONTRACTOR will work closely with CITY staff to coordinate and schedule interviews and candidate travel. CONTRACTOR's goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of CITY organization.

### **STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS**

Based on final interviews CONTRACTOR will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates for each position. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, CONTRACTOR will talk candidly with people who have direct knowledge of their work and management style. CONTRACTOR will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, CONTRACTOR will make a point of speaking confidentially to individuals who CONTRACTOR will know has the insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment CONTRACTOR will also verify candidates' degrees.

### **STEP 10 NEGOTIATIONS**

CONTRACTOR recognizes the critical importance of successful negotiations and can serve as CITY representative during this process. CONTRACTOR knows what other organizations have done to put deals together with great candidates and will be available to advise CITY regarding current approaches to difficult issues such as housing and relocation. CONTRACTOR will represent CITY interests and advise CITY regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of the CITY's chosen candidate. Most often CONTRACTOR can turn a very difficult aspect of the recruitment into one that is viewed positively by both the CITY and the candidate.

### **STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE**

Throughout the recruitments CONTRACTOR will provide the City Manager with updates on the status of the searches. CONTRACTOR will also take care of all administrative details on CITY behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, CONTRACTOR will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive CONTRACTOR attention. Often, candidates judge CONTRACTOR's clients based on how well these details are handled.

CONTRACTOR is prepared to start work on this assignment immediately and anticipate that CONTRACTOR will be prepared to make CONTRACTOR recommendation regarding finalists within seventy-five to ninety days from the start of the search.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

#### **PROFESSIONAL FEE AND EXPENSES**

The professional services fee for conducting the Assistant Community Services Director and Director of Public Works and Transportation recruitments on behalf of the CITY is \$32,000 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including four (4) days of meetings on site. The CITY will be responsible for reimbursing expenses contractor incurs on CITY'S behalf. CONTRACTOR estimates expenses for this project not to exceed \$10,000. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

The costs listed above assume that the searches are conducted concurrently, with one day of on-site meetings for Step 1, one day for Step 7, and two days for Step 8. Should the CITY wish to conduct the searches separately or to have separate meeting days for these Steps, professional services fees will be \$17,500 per search, plus expenses not to exceed \$6,900 per search. Invoices will be sent monthly, billing services completed/reimbursable costs incurred to date.

**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

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS 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"/> WORKER'S COMPENSATION					

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 : \_\_\_\_\_  
 \_\_\_\_\_

# Attachment 2

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND BOB MURRAY & ASSOCIATES FOR EXECUTIVE  
PERSONNEL RECRUITMENT SERVICES

NAME OF CONTRACTOR: Bob Murray & Associates

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Gary Phillips, Executive Vice President/CFO

CONTRACTOR'S ADDRESS: 1544 Eureka Road, Suite 280  
Roseville, CA 95661  
Attention: Valerie Gaeta Phillips, President

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

COMMENCEMENT DATE: June 1, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Original Agreement : Not to exceed \$42,000  
Amendment No. 1: Not to exceed \$30,000  
Total Not to Exceed: \$72,000, including expenses

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND BOB MURRAY & ASSOCIATES FOR EXECUTIVE  
PERSONNEL RECRUITMENT SERVICES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Bob Murray & Associates (hereinafter called "CONTRACTOR") dated June 6, 2016 and identified as Contract No. 171-16 "Agreement", a copy of which is on file in the office of the City Clerk.

RECITALS

A. CITY and CONTRACTOR entered into an agreement for executive personnel recruitment services for the positions of Assistant Community Services Director and Director of Public Works Services.

B. CITY and CONTRACTOR desire to amend the Agreement to include recruitment services for the position of Deputy City Manager and to compensate CONTRACTOR for these services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The TITLE of the Agreement shall be amended as set forth above.

Section 2. The TERMINATION and CONSIDERATION shall be amended as set forth above.

Section 3. Exhibit A-1, "Additional Scope of Work", is hereby added to Exhibit A as attached hereto and incorporated herein.

Section 4. Exhibit B-1, "Schedule of Payment and Rates", is hereby added to Exhibit B as attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

Executed the \_\_\_\_ day of October, 2016, at Beverly Hills, California

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk (SEAL)

CONTRACTOR: BOB MURRAY & ASSOCIATES



\_\_\_\_\_  
VALERIE PHILLIPS  
President



\_\_\_\_\_  
GARY PHILLIPS  
Executive Vice President/Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager



\_\_\_\_\_  
DON RHOADS  
Director of Administrative Services/Chief Financial  
Officer



\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
Interim Risk Manager

## **EXHIBIT A-1**

### **SCOPE OF WORK**

#### **THE RECRUITMENT PROCESS**

CONTRACTOR shall assist CITY in the recruitment of a Deputy City Manager. CONTRACTOR shall ensure that CITY has quality candidates from which to select the new Deputy City Manager. Outlined below are the key steps in the recruitment process.

#### **STEP 1 DEVELOPING THE CANDIDATE PROFILE**

CITY's needs will be key to a successful search. CONTRACTOR shall work with the City Manager and other stakeholders identified by CITY to learn as much as possible about the organization's expectations for a new Deputy City Manager. As CONTRACTOR is familiar with CITY's organization through recent searches conducted on CITY's behalf, CONTRACTOR will learn the current issues, challenges, and opportunities that face CITY particular to the Deputy City Manager position. CONTRACTOR will also want to know CITY's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with CITY to identify expectations regarding education and experience. Additionally, CONTRACTOR will discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile CONTRACTOR develops together with CITY at this stage will drive subsequent recruitment efforts.

#### **STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE**

After gaining an understanding of CITY's needs, CONTRACTOR shall design an effective advertising campaign appropriate for the Deputy City Manager recruitment. CONTRACTOR shall focus on professional journals that are specifically suited to the Deputy City Manager search. CONTRACTOR shall also develop a professional recruitment brochure on the City Manager's behalf that shall discuss the community, organization, position and compensation in detail. Once completed, CONTRACTOR shall mail the profile to an extensive audience, making them aware of the exciting opportunity with CITY.

#### **STEP 3 RECRUITING CANDIDATES**

After cross-referencing the profile of the ideal candidate with CONTRACTOR's database and contacts in the field, CONTRACTOR will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. CONTRACTOR recognizes that the best candidate is often not looking for a new job and this is the person CONTRACTOR actively seek to convince to become a candidate. Aggressively marketing the Deputy City Manager position to prospective candidates will be essential to the success of the search.

#### **STEP 4 SCREENING CANDIDATES**

Following the closing date for the recruitment, CONTRACTOR will screen the resumes

CONTRACTOR has received. CONTRACTOR will use the criteria established in CONTRACTOR and CITY's initial meetings as a basis upon which to narrow the field of candidates.

#### **STEP 5 PERSONAL INTERVIEWS**

CONTRACTOR shall conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed within CITY's organization. During the interviews CONTRACTOR will explore each candidate's background and experience as it relates to the Deputy City Manager position. In addition, CONTRACTOR will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. CONTRACTOR will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

#### **STEP 6 PUBLIC RECORD SEARCH**

Following the interviews, CONTRACTOR shall conduct a review of published articles for each recommended candidate. Various sources shall be consulted including Lexis- Nexis™, a newspaper/magazine search engine, Google, and local papers for the communities in which the candidates have worked. This alerts CONTRACTOR to any further detailed inquiries CONTRACTOR may need to make at this time.

#### **STEP 7 RECOMMENDATION**

Based on the information gathered through meetings with CITY and personal interviews with candidates, CONTRACTOR will recommend a limited number of candidates for CITY further consideration. CONTRACTOR will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. CONTRACTOR will make specific recommendations, but the final determination of those to be considered will be determined by CITY.

#### **STEP 8 FINAL INTERVIEWS**

CONTRACTOR's years of experience will be invaluable as CONTRACTOR assists CITY to develop an interview process that objectively assesses the qualifications of each candidate. CONTRACTOR shall adopt an approach that fits CITY's needs, whether it is a traditional interview, multiple interview panel or assessment center process. CONTRACTOR shall provide CITY with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. CONTRACTOR's expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

CONTRACTOR shall work closely with CITY staff to coordinate and schedule interviews and candidate travel. CONTRACTOR's goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of CITY's organization.

## STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS

Based on final interviews, CONTRACTOR will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, CONTRACTOR shall talk candidly with people who have direct knowledge of their work and management style. CONTRACTOR shall candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, CONTRACTOR will make a point of speaking confidentially to individuals who CONTRACTOR know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment CONTRACTOR shall also verify candidates' degrees.

## STEP 10 NEGOTIATIONS

CONTRACTOR recognizes the critical importance of successful negotiations and can serve as your representative during this process. CONTRACTOR knows what other organizations have done to put deals together with great candidates and will be available to advise CITY regarding current approaches to difficult issues such as housing and relocation. CONTRACTOR shall represent CITY's interests and advise CITY regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of CITY's chosen candidate. Most often CONTRACTOR can turn a very difficult aspect of the recruitment into one that is viewed positively by both CITY and the candidate.

## STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, CONTRACTOR shall provide the City Manager with written and oral updates on the status of the search. CONTRACTOR shall also take care of all administrative details on CITY's behalf. Candidates shall receive personal letters advising CITY of their status at each critical point in the recruitment. In addition, CONTRACTOR shall respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive CONTRACTOR's attention. Often, candidates judge our clients based on how well these details are handled.

## TIMING

CONTRACTOR shall commence work on this assignment immediately and CONTRACTOR will be prepared to make its recommendation regarding finalists within seventy-five to ninety days from the start of the search.

**Task:**

Contract Start Date:  
Initial Meeting(s):  
Our firm develops recruitment brochure:  
City approves brochure:  
Job advertising and candidate sourcing:  
Our firm reviews application packets:  
Our firm conducts screening process:  
City approves candidates:  
City's interview panel convenes:  
Reference/Background Checks:  
Second Interviews by City, if necessary:  
Offer of Employment:

**Week:**

TBD  
1 week from contract start date  
2 weeks from contract start date  
4 weeks from contract start date  
8 weeks from contract start date  
9 weeks from contract start date  
10 weeks from contract start date  
12 weeks from contract start date  
13 weeks from contract start date  
14 weeks from contract start date  
15 weeks from contract start date  
16 weeks from contract start date

## EXHIBIT B-1

### SCHEDULE OF PAYMENT AND RATES

#### PROFESSIONAL FEE AND EXPENSES

CITY shall compensate CONTRACTOR for the services required by this Amendment for conducting the Deputy City Manager recruitment on behalf of CITY (including two meetings at CITY) in the amount of \$16,000, plus expenses. CITY will reimburse CONTRACTOR's expenses reasonably required in the performance of this Agreement. Such expenses for this Project are estimated at \$7,500. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

Additional meetings on-site with CITY may be arranged at a cost of \$1,500 per day for professional services, plus related travel expenses.