



TOWN OF FAIRFAX

STAFF REPORT

July 7, 2021

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager

SUBJECT: Approve Agreement with Ralph Andersen and Associates for Recruitment Services for Town Manager and Public Works Director

RECOMMENDATION

Approve the Consultant Services Agreement with Ralph Andersen and Associates for recruitment services for the Town Manager and Public Works Director.

DISCUSSION

Since learning of the Town Manager's imminent departure, the Council has met in several closed sessions to discuss the process for finding a new town manager. Staff was directed to reach out to executive recruitment firms with an initial inquiry and, based on the response, to identify three qualified executive recruitment firms to submit official proposals. The proposals were to include the search for both a Town Manager and a Public Works Director, a position which the Council had already directed staff to fill in Fiscal Year 2021-22. The current Town Manager has served as the acting Public Works Director during his 8.5-year tenure.

With the departure date of the current town manager / acting public works director fast approaching, the Council appointed an ad-hoc subcommittee consisting of Vice Mayor Hellman and Councilmember Coler to review the recruiters' proposals, to meet with representatives from each of the three firms, and to make a recommendation to the Council on their selection of a firm.

Ralph Andersen and Associates, CPS HR Consulting, and Bob Murray and Associates each submitted a comprehensive proposal and met separately with the ad-hoc subcommittee.

The Ad-hoc Council Subcommittee is recommending Ralph Andersen and Associates (RAA), based on their Marin experience. A copy of their proposal is attached. The recruitment process will be led by Heather Renschler, the firm's President/CEO, and is estimated to take between four to six months. The fixed fee is \$26,500 for the Town Manager and \$23,500 for the Public Works Director, for a total of \$50,000.

FISCAL IMPACT

The Town's FY21-22 Operating Budget includes \$50,000 in Fund 01-231 Personnel for the recruitment.

ATTACHMENT

Agreement with Ralph Andersen Proposal attached as Exhibit "A"

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfax, California, as of _____, 20__ , by and between the Town of Fairfax, a municipal corporation (the "TOWN") and Ralph Andersen and Associates, ("CONSULTANT"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the TOWN the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2. PAYMENT. TOWN shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the TOWN in the manner specified in Exhibit "B."

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5. INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

Town of Fairfax, a municipal corporation

By: _____

CONSULTANT

By: _____

Name:

EXHIBIT “A”

SCOPE OF SERVICES

If there are any inconsistencies between CONSULTANT’s proposal and this Agreement, the provisions of this Agreement shall control.

June 21, 2021

Mayor Bruce Ackerman
and Members of the Town Council
Town of Fairfax
142 Bolinas Road
Fairfax, California 94930

Via Email: mgardner@townoffairfax.org

Dear Mayor Ackerman and Members of the Town Council:

Ralph Andersen & Associates is pleased to submit our Proposal to provide executive search services to the Town of Fairfax for the recruitment of the positions of Town Manager and Public Works Director. We would be pleased to work with the Town on these important search assignments. We understand the importance of a comprehensive search for a candidate that matches the qualities desired by the Town Council and the community.

Sample brochures for similar searches have also been included for further reference and review. These include the completed searches for the cities of Belvedere (2017), Mill Valley (2020) and more recently, Los Altos (2021).

Much of our recruitment activities are handled via video meetings, thus facilitating a very efficient and effective recruitment process during a pandemic. If awarded these searches, Ms. Heather Renschler, President/CEO of Ralph Andersen & Associates, will serve as the lead and Project Director on this engagement. In addition, every search conducted by Ralph Andersen & Associates has the support of the entire recruitment team. Mr. Fred Wilson, a former city manager, will also serve as a resource and backup to Ms. Renschler. Additionally, we intend to work very closely with the Interim Town Manager to allow for a collaborative search effort.

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time – time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the Town Manager and the Public Works Director recruitments.

We are prepared to begin these searches upon execution of a contract (or upon written authorization to proceed). Ms. Renschler is able to focus on kick-off activities and preparation of a customized, digital brochure in short order.

Relative Experience

Ralph Andersen & Associates has a strong track record of conducting Town/City Manager and Public Works Director recruitments.

The following is a listing of recent related recruitments conducted by Ralph Andersen & Associates in California and nationally since 2016:

Town/City Manager Related Recruitments:

- Allen, TX – City Manager (2019)
- Apple Valley, CA – Town Manager (2018)
- Auburn, CA – City Manager (2017)
- Austin, TX
 - Assistant City Manager for Economic Opportunity & Affordability (2018)
 - Assistant City Manager for Health & Environment / Culture & Lifelong Learning (2018 & 2021)
 - Assistant City Manager for Mobility (2019)
 - Assistant City Manager for Safety (2019)
 - Deputy City Manager (2019)
- Barstow, CA – City Administrator (Current Search)
- Belvedere, CA – City Manager (2017)
- Beverly Hills, CA – Deputy City Manager (2019)
- Bishop, CA – City Administrator (2018 & 2020)
- Brownsville, TX – City Manager (2018)
- Buellton, CA – City Manager (2019)
- Burleson, TX – Deputy City Manager (Current Search)
- Calabasas, CA – City Manager (2018 & 2021)
- Carmel-by-the-Sea, CA
 - Assistant City Administrator (2017)
 - City Administrator (Backgrounds) (2016)
- Charlotte, NC
 - Assistant City Manager (2019)
 - City Manager (2016)
- Colma, CA – City Manager (2017)
- Corona, CA – City Manager (2019)

- Coronado, CA – City Manager (Current Search)
- Costa Mesa, CA – City Manager (2019)
- Cupertino, CA – City Manager (2019)
- Delray Beach, FL – City Manager (2019)
- Denton, TX – Assistant City Manager (2019)
- Encinitas, CA – City Manager (2020)
- Fountain Valley, CA – City Manager (2017)
- Goleta, CA – Deputy City Manager (2017 & 2019)
- Green Valley Recreation, Inc. – Chief Executive Officer (2020)
- Indio, CA – City Manager (2021)
- Irvine, CA
 - Assistant City Manager (2016)
 - City Manager (2018)
- La Palma, CA – City Manager (2020)
- La Quinta, CA – City Manager (2019)
- Laguna Niguel, CA – City Manager (2017)
- Lake Forest, CA – City Manager (2017)
- Lawrence, KS – City Manager (2016 & 2019)
- Loomis, CA – Town Manager (2017)
- Los Altos, CA – City Manager (Current Search)
- Los Banos, CA – City Manager (2016)
- McKinney, TX
 - Assistant City Manager (2017)
 - City Manager (2016)
- Miami Beach, FL – City Manager (2021)
- Mill Valley, CA – City Manager (2020)
- Modesto, CA
 - Deputy City Manager for Operations (2018)
 - Deputy City Manager for Support (2018)
- Monterey, CA – City Manager (2018)
- Moorpark, CA – City Manager (2018)

- Morro Bay, CA – City Manager (2017)
- Nevada City, CA – City Manager (Current Search)
- Norfolk, VA – City Manager (2017)
- Ocean Reef Community Association, FL – President (2019)
- Oakland, CA – City Administrator (2020)
- Pacific Grove, CA – City Manager (2016)
- Palm Desert, CA
 - Assistant City Manager (2019)
 - City Manager (2016 & 2021)
- Paso Robles, CA – Assistant City Manager (2019)
- Pomona, CA – City Manager (2019)
- Powell, OH – City Manager (2020)
- Redlands, CA – City Manager (2019)
- Reno, NV
 - Assistant City Manager (Current Search)
 - City Manager (2017)
- Rialto, CA – City Administrator (2019)
- Sacramento, CA
 - Assistant City Manager (Backgrounds) (2016)
 - Assistant City Manager – Public Safety (2018)
 - Assistant City Manager – Municipal Services (2019)
 - City Manager (2017)
- San Bruno, CA – City Manager (2018)
- Santa Monica, CA – City Manager (Current Search)
- South Jordan, UT – Assistant City Manager (2016)
- South Padre Island, TX – City Manager (2017 & 2019)
- Stockton, CA – Deputy City Manager II (Two Placements) (2020)
- Sugar Land, TX – City Manager (2019)
- Suisun City, CA – City Manager (2019)
- Sun City West, AZ – General Manager (2019)
- The Woodlands Township, TX – President and General Manager (2020)

- Upland, CA – City Manager (Current Search)
- Upper Arlington, OH – City Manager (2019)
- Vancouver, WA
 - Deputy City Manager for Community Services (Current Search)
 - Deputy City Manager for Enterprise Services (Current Search)
- Waxhaw, NC – Town Manager (2017)
- Westlake Village, CA – City Manager (2019)

Public Works Related Recruitments:

- Alameda County, CA
 - Deputy Director, Public Works Agency (2019)
- Amarillo, TX
 - Assistant Director of Public Works (2018)
- Anaheim, CA
 - City Engineer (2017)
 - Construction Services Manager (2019)
- Antelope Valley-East Kern Water Agency, CA
 - Engineering Manager (2019)
- Arlington, TX
 - Public Works Director (2016)
- Austin, TX
 - Director of the Watershed Protection Department (2019)
 - Public Works Director (2016)
- Big Bear Lake, CA
 - City Engineer (2018)
 - Public Works Director/City Engineer (2017)
- Bear Valley Community Services District, CA
 - Public Works Director (2018)
- Broward County, FL
 - Director of Public Works (Current Search)
- Charlotte, NC
 - City Engineer (2017)

- Claremont, CA
 - Director of Community Services (2016)
- Clearlake, CA
 - Public Works Director (2019)
- Colton, CA
 - Assistant Director of Public Works & Utilities (2018)
- Delray Beach, FL
 - Public Works Director (2020)
- El Paso, TX
 - City Engineer (2016)
- Fullerton, CA
 - Director of Public Works (2018)
- Goleta, CA
 - Deputy Public Works Director (2017)
 - Public Works Director (2018)
- Hayward, CA
 - Assistant Director of Public Works and Utilities (Current Search)
- Issaquah, WA
 - Public Works Director (2020)
- Ketchikan, AK
 - Public Works Director/Engineering Manager (2016)
- Lake Forest, CA
 - Traffic Engineering Manager (Partial Search) (2020)
- Los Angeles, CA
 - Deputy City Engineer, Department of Public Works, Bureau of Engineering (2016)
 - Director/General Manager, Bureau of Street Services (2018)
- Marin County, CA
 - Public Works Director (2021)
- Marina, CA
 - Public Works Director (2016)

- Millbrae, CA
 - Public Works Director (2016)
- Moorpark, CA
 - Public Works Director/City Engineer (2016)
- Oakland, CA
 - OPW Director (2017)
- Orange, CA
 - Public Works Director (2018)
- Palm Desert, CA
 - Director of Public Works (Current Search)
- Reno, NV
 - Assistant Public Works Director – Environmental Engineering (On Hold Due to COVID-19)
- Riverside, CA
 - City Engineer (2016)
 - Deputy Director of Public Works – Field Operations (2017)
- San Antonio, TX
 - Transportation and Capital Improvements Director (2019)
- San Bernardino, CA
 - Director of Public Works (2019)
- Sausalito, CA
 - Director of Public Works/City Engineer (2019)
- South San Francisco, CA
 - Public Works Director (2017)
- Stanislaus County, CA
 - Public Works Director (2019)
- Ventura, CA
 - Public Works Director (2016)

Project Staffing

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 Town of Fairfax will be under the direction of Ms. Heather Renschler. She will be assisted by Mr. Fred Wilson, as needed.*** Ms. Renschler will serve as the Project Director and work directly with the Town Council or other designated representative. Mr. Wilson will provide additional, extensive candidate identification and outreach. Additionally, the Search Team will have all the resources and full support of our firm fully dedicated to ensuring the highest quality outcome during this important recruitment process.



Ms. Heather Renschler, Project Director

Ms. Renschler has been with Ralph Andersen & Associates for more than 35 years and is the firm's President/CEO. Ms. Renschler has overseen the recruitment practice of Ralph Andersen & Associates for the last 23 years and, as a result, is often involved with recruitments on a national scale and those of a highly sensitive and critical nature. She is experienced at working with boards, District councils, staff members, and selection committees in the recruitment and selection process.

The executive search experience of Ms. Renschler is strong in the specific area of recruiting for City and Town Managers in Marin County currently and over the years. She has direct experience with many of the communities in the County and additionally also works often for the County of Marin on various search engagements. ***Ms. Renschler has direct experience working with Belvedere, Mill Valley, Tiburon, and Sausalito. Other key clients recently for city manager searches have included the Southern California cities of Beverly Hills, Calabasas and Westlake Village and the cities of Power and Upper Arlington, Ohio.***

Ms. Renschler has extensive finance related experience in conducting public sector recruitments and, as a result, has developed a network of contacts and potential candidates on a national basis. Prior to joining Ralph Andersen & Associates, Ms. Renschler had extensive private sector experience in the areas of construction management, health care, and public accounting.

Ms. Renschler attended the University of Toledo and majored in Accounting and Journalism and obtained a Bachelor's degree in Public Administration from the University of San Francisco.



Mr. Fred Wilson, Senior Consultant

Mr. Wilson, Senior Consultant with Ralph Andersen & Associates, brings more than 35 years of experience as a local government executive, including 21 years serving as City Manager in two California cities. Working in full-service cities, he brings a strong background in identifying and recruiting top quality executive staff. His skills in identifying, recruiting, and retaining high quality employees and talent management, coupled with succession planning, have contributed significantly to the successes of those organizations. This experience gives Mr. Wilson a unique perspective to identifying high quality candidates that "fit" the organization.

Mr. Wilson's experience in Northern California recently was with the City of Los Altos on their recent city manager search.

Since joining Ralph Andersen & Associates, Mr. Wilson has completed many successful recruitments throughout the State and brings a vast network of contacts throughout the region. He has successfully completed searches for executives and professionals for local government organizations including City Managers, Community Development Directors, Public Works Directors, Finance Directors, and other General Managers.

Mr. Wilson’s clients have found his knowledge of city management, experience working with City Council members, and expertise in recruitment and selection an asset.

As a long-tenured local government executive, Mr. Wilson has extensive experience in all aspects of governance including organizational development, succession planning, municipal finance, community development, and general management. His experience includes serving in multiple leadership roles in various organizations including the League of California Cities and has been active on various advisory boards throughout his career.

Mr. Wilson holds a Bachelor of Science degree in Urban Planning from Cal Poly Pomona, and a Master’s degree in Public Administration from California State University, Northridge.

Paraprofessional and Support Staff

Paraprofessional, graphics, and support staff will provide administrative support to the consultant team on recruitment assignments. These may include Ms. Diana Haussmann, Ms. Christen Sanchez, Ms. Hannah Jones, Ms. Karen AllGood, Ms. Tina Keller, and Ms. Teresa Heple.



Our Approach to the Recruitment 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. Our approach includes:

- Extensive **personal outreach**, via telephone or video, to qualified candidates within California and the Western Region and, if desired by the Town, across the nation.
- A **marketing strategy** that uses selected advertising to supplement the extensive candidate identification process using the Internet and using the firm’s vast network of professional contacts.

- A **screening process that narrows the field of candidates** to those who most closely match the needs of the Town and is based on **preliminary research and videoconference 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 Town with detailed information about their backgrounds and experiences.
- **Assistance during the final interviews** and selection process.
- **Being available**, as needed, to assist with the negotiation and development of an employment agreement during the final stages of the process.

The Search Work Plan

We approach every search with a sense of excitement and urgency and we always “hit the ground running.” That means that when the Town gives us notice to proceed, we kickoff the process immediately – working closely with the Mayor and Town Council (for the Town Manager Search) and other Designated Representative(s) as requested, to identify the key characteristics and professional experience desired in the candidate pool. We believe strongly in providing timely client communications and, while we will deliver regular status reports at each stage of the search, our consultants pride themselves in being highly accessible and responsive to all client requests and inquiries. *For ease of reference, positions are referred to as “designated position.”*

Given the uncertainty regarding in-person meetings due to the COVID-19 pandemic, meetings will be conducted via videoconference if travel or in-person gatherings are not advised.

Task 1 – Review Project Management Approach

The Project Director will meet with the Town 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 Candidate Profile

The candidate profile for the “designated position” is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

Ms. Renschler will meet with the Mayor and Council, other key Town staff, and stakeholders to gain an understanding of the experience and professional background requirements desired in the “designated position”. These meetings will also help the Project Director gain an understanding of the work environment and the issues facing the Town of Fairfax.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the “designated position”. The criteria should reflect the goals and priorities of

the Town. Ms. Renschler will meet with key staff in the Town and others, as appropriate, to facilitate the identification and articulation of that criteria.

Optional Services (Town Manager Search) – The Mayor and Town Council may desire obtaining input from the community on the qualities they would like to see in the new Town Manager. To facilitate community input, the Project Director is available to conduct an on-line survey instrument. Additionally, our process can allow for email comments to Ralph Andersen & Associates relative to the desired qualities in the next Town Manager.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in a draft brochure prepared by the Project Director. The brochure will be reviewed by the Town 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 Project Director and includes specific outreach and recruiting activities briefly described below.

Outreach

An outreach and advertising campaign will be developed. This will include the placement of ads in publications specifically targeted to the “designated position” including Western City and the International City/County Management Association. Other Internet sites related to government will be used as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the candidate profile (the recruitment brochure) will be placed on Ralph Andersen & Associates’ website, 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 and Recruiting

With the many attractive qualities that the Town of Fairfax has to offer prospective candidates, Ralph Andersen & Associates will aggressively use their extensive contacts to focus the recruiting effort. In making these contacts, the Project Director will target those individuals who meet the criteria set by the Town. Each of the candidates identified through the recruiting efforts will be sent a candidate profile (recruitment brochure). Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

While Ms. Renschler will provide the primary effort in the candidate outreach and identification, their work will be complemented by the contributions of the entire executive Search Team at Ralph Andersen & Associates which includes three former City Managers.

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 Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the Internet.

Preliminary Interviews via Video Technology

The Project Director will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research and Internet review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and fit with the recruitment criteria. Interviews will be conducted using video technology. No consultant travel for preliminary in-person interviews has been included in this proposal.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately five to ten individuals. Those individuals will be reviewed with the Town prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, the Project Director will meet with the Town Council, or other Designated Representative, to review the search report on the candidates that expressed interest in the position. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed by the Mayor and Town Council or other Designated Representative; 2) a backup group to the first group; 3) candidates that are minimally qualified; and 4) candidates who lack the minimum qualifications. The search report will include candidate resumes and letters of interest. The results of preliminary research and Internet reviews and interviews with top candidates will be reviewed with the Mayor and Town Council in executive session or other Designated Representative.

The Search Report typically results in a confirmed group of finalist candidates (typically 5 to 7) that the Mayor and Town Council will interview.

Task 6 – Selection

The selection process will vary depending upon the desires of the Town. Typical services provided by Ralph Andersen & Associates in the selection process are described briefly below:

- The Project Director, along with the staff at Ralph Andersen & Associates, will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the Town.
- Ralph Andersen & Associates will prepare interview booklets for the Town that includes the schedule, interview questions, interview guidelines, and application materials of the candidates.
- The Project Director will attend the interviews to assist the Town 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.
- Educational and certificate verifications will be made on the top finalist candidates. More involved verifications will be made with the top one to two candidates including Department of Motor Vehicle check and credit check. Due to legislation, criminal checks (“Ban the Box”) are only permissible when a contingent offer of employment is made. The results of these verifications will be discussed with the Town at the appropriate time.
- Reference checks will be conducted on the top candidate. The results of these reference checks will be discussed with the Mayor and Town Council, or other appropriate Town Representative, at the appropriate time.
- As needed, the Project Director is available to provide assistance to the Town 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 Project Director is available to assist the Town in negotiating a compensation package with the selected candidate. This includes recommendations on setting compensation levels.

Additionally, for the Town Manager search, if desired by the Mayor and Town Council (and included in our fixed fee), Ralph Andersen & Associates will coordinate with the Town Attorney to prepare a draft employment agreement and work with the Mayor and Town Council on the finalization of this document. As required by the Brown Act, the employment agreement for the new Town Manager will be required to be approved and voted on in a public meeting at a regularly scheduled Town Council meeting.

Task 8 – Close Out

After the Town has reached agreement with the individual selected for the position, the Project Director will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone, and all other candidate as well.

Project Timing

Ralph Andersen & Associates will complete each search within approximately 75 to 90 days from the execution of the agreement to the presentation of candidates. **Note: A longer timeframe may be required due to the unusual circumstances of COVID-19.**

Kick-off Activities – We are prepared to begin each search upon execution of a contract (or upon written authorization to proceed) and a scheduled in-depth discussion via video call with members of the Town Council or other Designated Representative.

Application Period / Screening – The application period to apply would be held open for approximately 30 to 45 days.

Final Steps – Negotiation with the top candidate will take an additional week or two after finalist interviews. Background and reference checks will be conducted once a contingent offer is presented to the top candidate.

Project Cost

The recruitment efforts for a new Town Manager and Public Works Director will be a comprehensive search process with a focused in California. The Town Manager will be completed first with the Public Works Director search to follow shortly thereafter. This will allow the new Town Manager to select the new Public Works Director. The review of resumes and qualifications will be conducted on all candidates that submit giving the Town the ability to select from a broad field of qualified candidates.

The **fixed fee*** for professional services and expenses for the Town Manager and Public Works Director are as follows:

- | | |
|---|----------|
| • Town Manager | \$26,500 |
| • Public Works Director (<i>discounted</i>) | \$23,500 |

***Note** – Expenses included in the fixed fee include such items as advertising, consultant interaction (anticipated to be done 100% through videoconferencing with potential of on-site finalist interviews), clerical, graphic design, research, and long-distance telephone charges. On top candidates, Internet and Lexis/Nexis searches will be conducted. Additionally, education verifications, DMV check, wants and warrants, civil and criminal litigation search, and credit check will be conducted on the top two candidates. Reference checks will be conducted on the top candidate. Should the Town desire to conduct references calls on more than one candidate, a background fee of \$1,800 per candidate will be billed in addition to the above stated fees.

As previously stated, Ralph Andersen & Associates is leveraging cloud-based applications to operate in a total virtual environment. All meetings and interviews will be conducted by video (Zoom Technologies), all work products provided to the client will be electronically transmitted (properly organized and tabbed) using either DropBox or ShareFile.

Invoicing – Ralph Andersen & Associates will submit four invoices for each search which will run independently. Four key milestones include brochure completion, after closing date, after finalist interviews, and placement. Progress payments will be due upon receipt.

Brochure – A full color electronic brochure will be developed for the Town Manager and Public Works Director recruitments. All pictures will be the responsibility of the Town.

Optional Service (Internet Survey – City Manager Search) – An internet survey and summarized results is available for a supplemental cost. We would anticipate this being approximately \$2,500 based on the extent of questions included and analysis required in an Executive Summary.

Exclusion (Candidate Travel) – The City will be responsible for the cost of all candidate expenses related to on-site interviews.

Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If within a one-year period after appointment, the Town Manager or the Public Works Director resigns or is dismissed, we will conduct another search free of all charges for professional services. The Town would be expected to pay for the reimbursement of all incurred expenses.

Should the initial outreach efforts not result in a successful placement, Ralph Andersen & Associates will continue the outreach efforts until the ideal candidate is found. The Town will be responsible for expenses based on actual receipts.



We look forward to your favorable consideration. Should you need any additional information, please feel free to call Ms. Renschler directly on her mobile phone at (916) 804-2885 or Mr. Wilson at (714) 421-3258.

Respectfully Submitted,

Ralph Andersen & Associates

Ralph Andersen & Associates

EXHIBIT “B”

PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall not exceed \$50,000, which shall be paid as described in the PROPOSAL (Exhibit “A”). In the event of any inconsistency between the terms of this Exhibit “B” and the PROPOSAL, the terms of this Exhibit “B” shall control.

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the Town of Fairfax, Attention: Michele Gardner, 142 Bolinas Road Fairfax, CA 94930 for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit “A” shall be mutually agreed to by the TOWN and CONSULTANT and shall be billed on a time and materials basis to the Town of Fairfax, Attention: Michele Gardner, 142 Bolinas Road Fairfax, CA 94930.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of TOWN. TOWN shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, TOWN shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to TOWN that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to TOWN that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement.

4) CONSULTANT NOT AN AGENT. Except as TOWN may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of TOWN in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind TOWN to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TOWN, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from TOWN of the desire of TOWN for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All products which CONSULTANT delivers to TOWN pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. TOWN shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the TOWN at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of TOWN.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the TOWN.

10) INDEMNIFY AND HOLD HARMLESS.

a) If this AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the TOWN, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the TOWN.

b) If this AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the TOWN, its officers, agents, employees or volunteers.

c) It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

d) Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No employee of the TOWN shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the TOWN if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The TOWN desires wherever possible, to hire qualified local residents to work on Town projects. Local resident is defined as a person who resides in Marin County. The TOWN encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors,

contractors, consultants and developers will solicit proposals from qualified local firms where possible.

13) FEDERAL REQUIREMENTS. If federal funds are involved in this Agreement, CONSULTANT shall comply with the federal requirements in Exhibit "E". As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

14) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the TOWN or any TOWN official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any TOWN decision beyond these conclusions, advice, recommendation, or counsel.