

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2014, by and between the City of Manhattan Beach, a municipal corporation ("City") and Teri Black & Company, LLC, a California limited liability company ("Contractor") (collectively, the "Parties").

RECITALS

A. City desires to obtain the executive search services of Contractor to recruit a new City Manager.

B. Contractor represents that it is qualified and able to perform the services ("Services") required by this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

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

Section 2. Term of Agreement. This Agreement shall apply to services rendered on or after February 4, 2014, and shall terminate when the work is completed, unless sooner terminated by the City.

Section 3. Time of Performance. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A, or as otherwise directed by the City's representative.

Section 4. Compensation.

(a) City agrees to pay Contractor in accordance with the fee schedule attached hereto in Exhibit A. In no event shall the Contractor be paid more than \$26,500 during the term of this Agreement, including reimbursable expenses authorized by this Section 4.

(b) As described in Exhibit A, Contractor shall be entitled to reimbursement for expenses in an amount not to exceed \$7,500. Any expenses incurred by Contractor that are not expressly authorized by this Agreement will not be reimbursed by City.

(c) The Interim City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or 10% of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

Section 5. Method of Payment. Contractor shall submit to City a detailed invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period, as applicable. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. 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. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 7. 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 8. Responsible Principals.

(a) Contractor's responsible principal, Teri Black-Brann, 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 Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the Interim City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 10. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 11. Interests of Contractor.

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 12. 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 \$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 \$1,000,000 per

occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

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

4. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 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, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) 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-;VII in the latest edition of Best's Insurance Guide, unless waived in writing by City's Risk Manager.

(e) 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.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 13. Indemnification. Contractor shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the gross negligence, sole negligence, or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any,

received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 14. 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) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon the Contractor written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) 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 15. 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 Services.

Section 16. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the Interim City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any

project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data 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 Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

Section 17. Default

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the Interim City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. The Contractor shall have 10 days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of

this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 19. 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 below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attn: John Jalili, Interim City Manager

If to Contractor: Teri Black & Company, LLC
4232 Pascal Place
Palos Verdes Peninsula, CA 90274
Attn: Teri Black-Brann

Section 20. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 21. 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 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 24. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any 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 26. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 27. 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 on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

CONTRACTOR:

JOHN JALILI
Interim City Manager



ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney

EXHIBIT A
SCOPE OF SERVICES



Your Executive Search Solution

January 8, 2014

Mayor Amy Thomas Howorth
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Dear Mayor Howorth:

Teri Black & Company (TBC) is pleased to present this proposal to assist the City of Manhattan Beach with its efforts to successfully recruit a new City Manager. We are the recruiter of choice for many California communities and would be honored to assist the City Council with a recruitment for a new City Manager.

Founded in 2006, TBC is dedicated to providing the most personalized executive search services to clients and candidates in the industry. The business goals of the firm are centered on producing quality results and establishing long-term relationships with our customers. Personalized service and attentiveness have never been more important in our industry as the competition for outstanding talent continues to intensify. With hard work and dedication, our consultants have developed tremendous credibility based on outstanding results and service. Nearly 85 percent of our business is a result of repeat customers.

TBC is not driven by volume which helps set us apart from our competitors. We are committed to providing customized and flexible service to our clients and will only take on a select number of recruitments at any given time. In addition, TBC is one of only two woman-owned recruiting firms serving local government in the western United States. Detailed information about the firm and our clients is available on our website – www.tbcrecruiting.com.

If retained, you will have my commitment that Manhattan Beach will receive the highest level of attention and will not be delegated to junior level staff. Please do not hesitate to call if you have any questions or need additional information regarding our services or qualifications.

Sincerest regards,

A handwritten signature in black ink, appearing to read 'Teri Black-Brann', written in a cursive style.

Teri Black-Brann
President/CEO

PROPOSAL

**Executive Search Services
for the
CITY OF MANHATTAN BEACH
to recruit a
CITY MANAGER**



January 2014



Your Executive Search Solution

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I. CREDENTIALS & QUALIFICATIONS

Teri Black & Company (TBC) has a solid reputation for providing exemplary service to its clients and has enjoyed great success in **recruiting impressive professionals** for a number of communities throughout the western United States. TBC has an **excellent track record** in serving **coastal communities** and the firm's **familiarity with the South Bay** is incomparable. As evidence of our **clients' high satisfaction levels**, close to 85% of our projects are generated through repeat business.

Our **Southern California clients** include the Cities of Del Mar, Newport Beach, Laguna Niguel, Aliso Viejo, Tustin, Pasadena, El Cajon, Hermosa Beach, Long Beach, Goleta, Murrieta, and Anaheim among numerous others. In the last three years, we have recruited City Managers for the cities of Hermosa Beach, Aliso Viejo, Del Mar, Hermosa Beach, Pismo Beach, Imperial Beach, El Cajon, Tustin, Laguna Niguel, Anaheim, Lompoc, San Leandro, Los Banos and San Luis Obispo. We are in the early stages of conducting a City Manager recruitment for the City of Poway.

The City has been a client in the past although we have not served Manhattan Beach since 2010. In previous years, we successfully completed recruitments for the positions of Police Chief (2005), Fire Chief (2007), Human Resources Director (2007), Public Works Director (2007), and City Engineer (2008). In 2010, TB&Co. attempted to recruit an Assistant Finance Director for the City, but the results did not meet our expectations or that of the Client's.

Because we are driven by a concern for **quality results rather than volume**, we limit the number of recruitments the firm handles at any given time. In addition, we are careful to only partner with clients that appreciate the value of highly personalized service and the importance of finding qualified candidates who would be a good fit rather than simply attracting individuals who meet minimum qualification criteria. Lastly, our **Placement Guarantee** (Section VI) is typically

double the industry standard and is consistent with the International City/County Managers Association (ICMA) Code of Ethics.

Teri Black would serve as the lead consultant on this project. She maintains a **strong nationwide network** in the city management profession through her involvement and membership with the California League of Cities, Cal-ICMA, ICMA, and the California City Managers Foundation. In addition, she is a founding member of Cal-ICMA's *Preparing the Next Generation* initiative. Profiles on the consultants and staff who will be actively engaged in this assignment can be found in Section V.

Located in the South Bay, the firm carries General and Professional Liability and Auto, and Workers' Compensation insurance that exceeds the City's requirements.

II. RECRUITMENT STRATEGY

The executive search strategy that follows describes four complete phases of a comprehensive recruitment for a Council appointed position.

PHASE I

Client Feedback & Involvement

The lead consultant will work closely with the City Council to design the candidate profile, recruitment strategy and timeline in accordance with the Client's desires and expectations. It is our goal to gain a complete understanding of the experience, knowledge, expertise and strengths the City Council is seeking in a new City Manager, as well as learn more about the City's priorities, current and upcoming challenges, fiscal health, organizational culture, and composition of the management team.

At the City Council's discretion, the consultants can also meet with various stakeholders of the organization including the current Interim City Manager. These supplemental meetings sometimes allow us to obtain additional feedback and gain a broader understanding of the community along with the organization's culture and inner workings. It is also quite common for the lead consultant to solicit input from department heads and the City Manager's key support staff. This additional knowledge can often be helpful to the consultants as they assess the critical factors relating to candidate "fit" later on in the process.

With respect to community input, most of our clients who desire extensive input rely on an online survey that can be posted on the City's website. This has proven to be the most popular, convenient and cost-effective strategy for our clients to obtain input throughout the duration of a recruitment and is the most accessible and user-friendly for constituents. However, depending on the Client's wishes, meetings ranging from small focus groups to larger town hall settings can be facilitated in partnership with the City.

In order for TBC to represent any opportunity with conviction and credibility, we prefer to get as much information and feedback as possible before a recruitment is officially launched. Because our clients know their organizations best, we rely on their guidance to determine the best sources of information upon starting an assignment.

Strategy Refinement

Following the gathering of feedback, TBC will develop a detailed timeline for the project along with proposed methodologies for attracting the best possible candidates. The timeline and specific strategies will be reviewed and approved by the Client prior to execution.

Material Development & Production

Immediately following the Client feedback activities, the lead consultant will draft advertising and recruitment brochure text for the Client's review. This information (description of community, organization, ideal candidate profile, compensation/benefits, etc.) should accurately summarize what was learned from the feedback sources. Sample TBC recruitment brochures are included as separate attachments to this proposal.

PHASE II

Advertising & Marketing

Following the consultants' developing a clear understanding of what the City is seeking, we will create aggressive national advertising and marketing campaigns for the recruitment. Both the traditional and electronic campaigns will be interrelated to ensure the position has a powerful presence in the marketplace.

Once the advertising is executed, TBC will distribute the recruitment brochure with a personalized cover letter to professional contacts in our database, with primary emphasis on California candidates. Both e-mail and traditional mail are utilized in

our marketing efforts. The job will also be promoted through the firm's social media presence via LinkedIn, Facebook and Twitter.



Personalized Outreach

As a follow-up to the advertising and marketing campaigns, the consultants will personally contact the individuals targeted and generate new contacts through referrals made by respected sources. The most impressive candidates are usually found this way and it frequently requires several persuasive conversations to attract them into a recruitment if they are content and successful in their current position. The majority of highly qualified candidates will not respond to an advertisement, so we proactively reach out to them.

Our clients pay for results and that's exactly what we deliver. Unlike many of our competitors, TBC invests whatever time is necessary to generate a number of outstanding candidates from which the Client can make a selection. While many of our competitors charge additional consulting fees beyond a specific threshold, we do not limit the number of consulting hours dedicated to any given project.

PHASE III

Resume Assessment

While the lead consultant will review resumes as they are received throughout the search, a final detailed review of each submission will be conducted immediately following the closing date. Those candidates determined to be the most highly qualified will be selected for screening interviews.

Screening Interviews

TBC does not restrict the number of candidates to be screened. Rather, we interview every candidate who meets our Client's criteria. As a rule, this group

frequently amounts to 8-15 candidates. The number of candidates screened ranges from just a handful of professionals for highly specialized positions to up to 20 for highly coveted opportunities.

To the extent the project budget and timeline allow, TBC will conduct as many in-person meetings as possible with the top candidates prior to making recommendations to the City Council. Alternatively, screening interviews are also conducted via phone and Skype™.

Report to Client

Following the completion of the screening interviews, the consultants will develop a written report for the Council that includes: a master list of all the applicants, resumes and cover letters for each candidate interviewed, a one-page profile summarizing each candidate's professional history, plus an overview of the consultant's initial assessment of each individual based on their experience and the results of their screening interview.

Candidate Communications & Care

Throughout the entire recruitment, TBC will take responsibility for communicating with the candidates throughout every stage of the recruitment. In addition, the City should feel free to refer any inquiries from potential or existing candidates directly to the lead recruiter at any time during the engagement. We handle all administrative aspects of the assignments.

TBC is extremely attentive to internal candidates. Our consultants make sure they understand the process and are kept informed at every juncture as they may have never worked with a recruiter before. We take great care to meet the needs of the entire candidate pool throughout our engagements as it is critical that **all the participants have a positive experience** and leave the process with a **favorable impression of the Manhattan Beach** - regardless of whether or not they are selected.

PHASE IV

Selection Process

TBC will design and administer an appropriate final selection process for the City Manager search. Most City Manager selection processes entail at least one interview with the City Council supplemented by follow-up interviews with the very top ranking candidate(s). Additional assessment activities can be developed such as executive level psychological assessments, writing and presentation exercises, problem solving scenarios, etc. We tailor all of our processes to best meet our clients' needs and will assist the decision makers with deliberation.

Background & Reference Checks

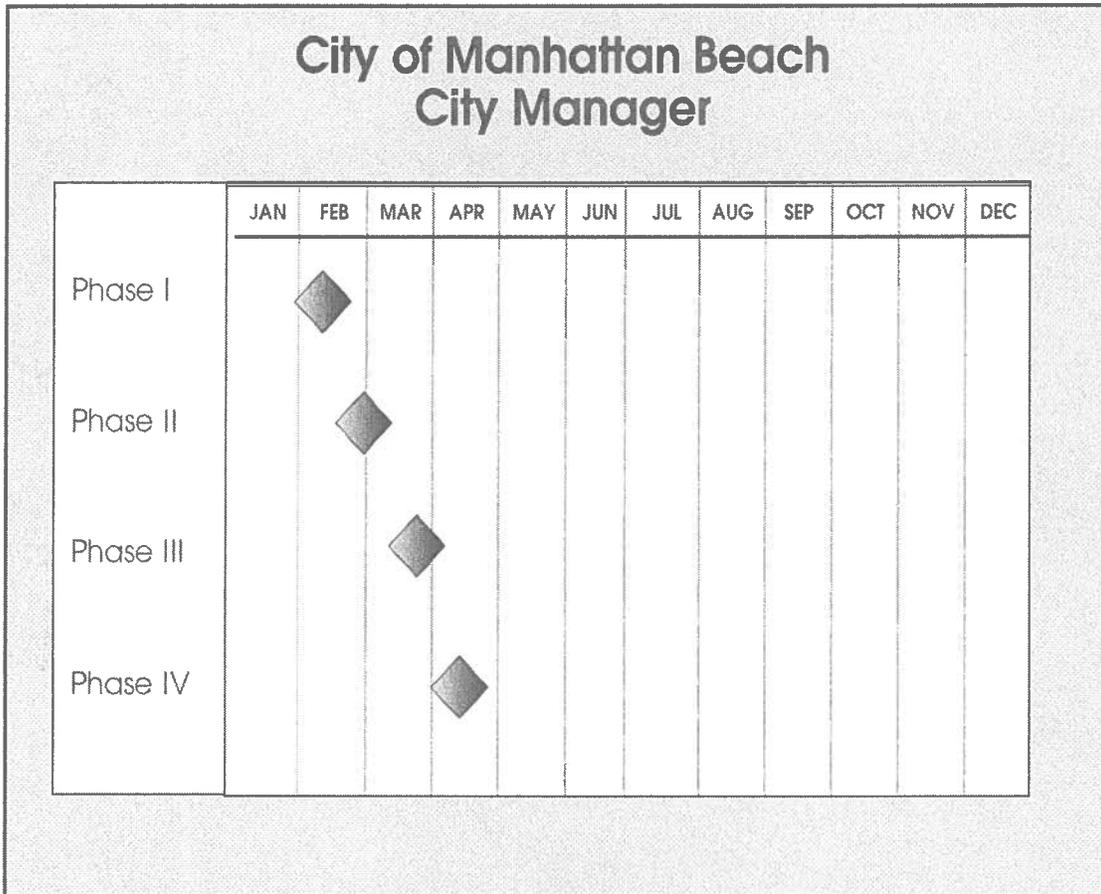
Following the final process and the Client's selection of its top candidate, TBC will conduct **thorough background** and **in-depth reference checks**. Our background checks are performed by a licensed private investigator and entail credit, driving record, civil, criminal and academic credential records checks. Court records checks include county, state and federal systems. Media, internet and social networking checks are also included. The reference checks are conducted by a recruiting consultant and are supplemented by comments generated from contacts that do not appear on the candidate's reference list. Extensive written reports are provided to the Client for review and recordkeeping.

Negotiations

Once the Client reviews and is comfortable with the findings in the report, TBC is available to assist with negotiations on compensation, benefits, start date and other transition details to bring the assignment to successful completion.

III. PROJECT TIMELINE

TBC is prepared to begin work in February. An executive level recruitment can typically be completed within approximately 100 - 120 days. A visual of a projected timeline is portrayed below.



IV. REFERENCES

Client: City of Hermosa Beach **Tel:** 310.318.0239
Contact: Peter Tucker, Mayor Pro Tempore (member of subcommittee for search)
Searches: City Manager (2012), Fire Chief, Community Development Director, Police Chief (2006)

Client: City of Del Mar **Tel:** 858.755.9313
Contact: Mayor Lee Haydu (served as Council Member during search)
Searches: City Manager (2011)

Client: City of Pismo Beach **Tel:** 805.773.4657
Contact: Mayor Shelly Higginbotham (served as Mayor during search)
Searches: City Manager (2012), Community Development Director, Administrative Services Director, Public Works Director

Client: City of Aliso Viejo **Tel:** 949.425.2513 (John Whitman)
949.425.2500 (Mayor Cave)
Contact: John Whitman, Interim City Manager
Carmen Cave, Council Member (served as Mayor during search)
Searches: City Manager (2013)

Client: City of Laguna Niguel **Tel:** 949.362.4300
Contact: Mayor Linda Lindholm (served as Council Member during search)
Searches: City Manager (2012)

Client: City of Newport Beach **Tel:** 949.633.3000 (Mayor Pro Tem)
949.644.3303 (Terri Cassidy)
Contact: Edward Selich, Mayor Pro Tem (served as Mayor during search)
Terri Cassidy, Deputy City Manager/Director of Human Resources
Searches: City Manager (2009), Assistant City Manager, Director of Administrative Services, Director of Human Resources, Director of Community Development, Fire Chief, Director of Library Services (current)

V. CONSULTANT & STAFF PROFILES

Teri Black, President/CEO

Following a distinguished career in local and federal government, Teri has been dedicated to public sector executive search since 1999. Serving communities with populations in the millions to as small as 1,500 over the last 14 years, she has built a substantial base of clients across the Western United States that continually rely on her personalized service and recruitment expertise. In addition to cities and counties, Teri's clients also include special districts, utility agencies and non-profit organizations. She has managed a multitude of high profile and sensitive recruitments over the years. Prior to starting her own firm in 2006, Teri was affiliated with Shannon Executive Search/CPS Human Resource Services and The Oldani Group.

Before entering the executive search profession, Teri served as a Chief of Staff in the U.S. Department of Justice/COPS Office. Her local government experience includes management positions in the Cities of Santa Ana, Lakewood and Oakland, California. As a consultant, clients find her prior government experience to be of tremendous value as they often comment, "She has walked in our shoes and understands our business."

A South Bay native, Teri earned her Master's degree in Public Administration from the University of Southern California and holds a Bachelor's degree from California State University, Fullerton. She is a graduate of the UCLA Anderson School of Management's invitational certificate program for entrepreneurs and a founding member of Cal-ICMA's *Preparing the Next Generation* (PNG) committee which has served as a model for the national association. Teri currently serves on ICMA's *Task Force on Women in the Profession*.

*Teri will serve as the **lead consultant** on the Manhattan Beach assignment.*

Carolyn Seeley, Senior Consultant

Carolyn has over 20 years of human resource experience and has personally assisted Teri with over 200 local government recruitments. She provides invaluable support to our engagements by conducting extensive research and generating referrals from non-traditional sources. Carolyn has supported all of Teri's Council appointed and department head level recruitments over the past eight years. Her dedication and professionalism have been instrumental in bringing hundreds of our projects to successful conclusions.

Although she has focused exclusively on recruiting the past several years, Carolyn also possesses extensive experience in employee relations, employee benefits, compensation, training, and human resource information systems. She earned her MBA degree from Pepperdine University and holds a Bachelor's degree in Health Administration from California State University, Northridge. She is based in Orange County, CA.

Tracey Hill, Executive Assistant & Engagement Manager

Tracey is responsible for managing the numerous administrative activities associated with TBC recruitments and special projects. From overseeing our massive database, ensuring contractual requirements are met and interacting with candidates to coordinating background checks, she is involved with all aspects of the search process.

Tracey brings over a decade of project management experience to TB&Co. Prior to joining the firm, she held a variety of finance, IT and project management related positions with Northrop Grumman and Toyota Motor Sales, USA. Tracey serves as Teri's invaluable "right hand" in ensuring that all client and candidate needs are met.

VI. PRICING, GUARANTEE & CONTACT INFORMATION

The **professional fee** for this City Manager assignment is \$19,000. This includes all work outlined in Phases I – IV in the proposal's scope of work. The professional fee covers the entire scope of work and does not cap the number of visits or the amount of time invested in bringing the project to a successful conclusion.

Reimbursable expenses for this project will not exceed \$7,500. Reimbursable expenses include advertising, brochure design and reproduction, administrative support, printing/copying, postage and delivery charges, as well as consultant travel (mileage only). Consultant travel entails traveling from Palos Verdes to Manhattan Beach for client meetings and interviews, as well as meeting with the top candidates' in-person at locations TBD to the extent possible. Professional fees and expenses are billed on a monthly basis.

Placement Guarantee

Because we have a high degree of confidence in our work, TBC's placement guarantee for Council appointed positions is **double the industry standard**. Consistent with the ICMA Code of Ethics, if a candidate selected and appointed as City Manager by the Manhattan Beach City Council as a result of a TBC recruitment terminates employment for any reason before the completion of the first **two years** of service, TBC will provide the City with the necessary consulting services required to secure a replacement. Professional consulting services are provided at no cost to the Client; expenses are covered by the City.

Contact Information

| | |
|-------------------|--|
| Business address: | 4232 Pascal Place Palos Verdes Peninsula, CA 90274 |
| Telephone: | 310.377.2612 |
| Fax: | 310.377.1362 |
| Web site: | www.tbcrecruiting.com |
| Skype Address: | tbc.recruiting |

Twitter: @teriblack
Federal Tax ID: 13-4346458

Primary Contact: Teri Black-Brann
teri@tbcrecruiting.com
Office: 310.377.2612 Mobile: 310.781.0878

VII. COMPREHENSIVE LIST OF CLIENTS

Cities

Aliso Viejo

Anaheim

Arlington, TX

Ashland, OR

Belmont

Beverly Hills

Buena Park

Cannon Beach, OR

Carlsbad

Carmel-by-the-Sea

Carpinteria

Chandler, AZ

Colorado Springs, CO

Concord

Costa Mesa

Davis

Del Mar

Denver, CO

Dublin

East Palo Alto

El Cajon

Eugene, OR

Fort Worth, TX

Fremont

Fresno

Goleta

Hayward

Hermiston, OR

Hermosa Beach

Hillsborough

Imperial Beach

Laguna Niguel

La Habra

La Palma

Livermore

Lompoc

Long Beach

Los Banos

Lynwood

Manhattan Beach

Menlo Park

Modesto

Moreno Valley

Murrieta

Napa

National City

Newport Beach

Oakland

Palo Alto
Pasadena
Pismo Beach
Pittsburg
Pleasanton
Prescott Valley, AZ
Pomona
Poway
Redlands
Redwood City
Riverside
Roseville
San Diego
San José
San Leandro
San Luis Obispo
Santa Barbara
Santa Clara
Santa Clarita
Santa Cruz
Santa Monica
Sunnyvale
Surprise, AZ
Torrance
Tracy
Turlock
Tustin
Vista
West Sacramento
Yucca Valley, Town of

*Cities appearing in **Bold** type, reflect City Manager/Assistant City Manager related recruitments.*

Counties

Alameda
Denver, CO (City/County)
Lane, OR
Los Angeles
Merced
Monterey
Napa
San Diego
Santa Barbara

Special Districts/Authorities

Ashland, OR Parks Commission
Beach Cities Health District
Calleguas Municipal Water District
Castaic Lake Water Agency
Goleta Water District

Hi-Desert Water District
Mesa Consolidated Water District
Municipal Water District of Orange County
San Ramon Valley Fire Protection District
Southern California Association of Governments
West Basin Municipal Water District