

CONSULTANT AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 3402
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND THE HAWKINS COMPANY
THIS AGREEMENT made and entered into at Menlo Park, California, this <u>9/15/2021</u> , by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and THE HAWKINS COMPANY, hereinafter referred to as "FIRST PARTY."
<p>WITNESSETH:</p> <p>WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection the recruitment of a city manager</p> <p>WHEREAS, FIRST PARTY has the professional expertise and experience to perform said services and desires to and does hereby undertake to perform said services.</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
1. SCOPE OF WORK
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.
2. SCHEDULE FOR WORK
<p>FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.</p> <p>FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.</p>
3. PROSECUTION OF WORK
FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$45,500 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, services rendered during the billing phase, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Judi Herren
City Clerk
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-2510
jherren@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

William D. Hawkins
CEO
The Hawkins Company

[Redacted address information]

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
 2. Liability insurance:
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
 3. Professional liability insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect until work is completed, unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

DocuSigned by:

William D. Hawkins

556421E466744E2...

Signature

9/15/2021

Date

William D. Hawkins

Printed name

President/CEO

Title

Tax ID#

APPROVED AS TO FORM:

DocuSigned by:

Nira Doherty

44FFE23C8E0B456...

Nira F. Doherty, City Attorney

9/15/2021

Date

FOR CITY OF MENLO PARK:

DocuSigned by:

Drew Combs

52G4D491348F4A3...

Mayor, Drew Combs

9/15/2021

Date

ATTEST:

DocuSigned by:

Judi A. Herren

39280A20D0BE491...

Judi A. Herren, City Clerk

9/15/2021

Date

EXHIBIT "A" – SCOPE OF SERVICES**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant services for CITY's City Manager's Department . In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A -1, Search Process attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

A2. COMPENSATION

CITY shall pay FIRST PARTY a not to exceed fee of \$45,500 as outlined on page 20 (Project Cost) of Exhibit A-1, which not to exceed amount shall include six months of executive coaching of the new City Manager at a flat fee of \$6,000. The timing for the provision of said six-month executive coaching services shall be initiated at the direction of the City Council. All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and serviced incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such amount as approved by CITY. As each payment is due, FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at minimum, the project title, agreement number, professional fee, and a listing of all reimbursable costs (per Page 20 of Exhibit A-1). Payment shall be for the invoice amount or such other amount as approved by the CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges bulled to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK - EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Nira F. Doherty, City Attorney.

A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, general business supplies, salaries of employees, telephone calls, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

EXHIBIT "B" - DISPUTE RESOLUTION

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.



CITY OF MENLO PARK • MENLO PARK, CA

EXECUTIVE SEARCH SERVICES

CITY MANAGER
08/04/2021

SUBMITTED BY:

THE HAWKINS COMPANY

Bill Hawkins, President & CEO

310-348-8800

bill@thehawkinscompany.com

www.thehawkinscompany.com

*Executive Search Consultants
Connecting Leaders; Affecting Change*

8939 S. Sepulveda Blvd., #110-216, Los Angeles, California 90045
11040 Bollinger Canyon Road, #E-216, San Ramon, California 94582



August 5, 2021

CONFIDENTIAL

Nira Doherty
City Attorney
City of Menlo Park
Attn: RFP for City Manager Recruitment
701 Laurel Street
Menlo Park, California 94025

Via Email: ndoherty@bwslaw.com

Dear Mayor Combs and Members of the City Council:

We are extremely pleased to present our firm's proposal to assist the city recruit a City Manager to replace the retiring City Manager, Ms. Starla Jerome-Robinson.

The Hawkins Company is exceptionally well qualified to assist you with this very important executive search. We have extensive experience recruiting for public sector organizations. Since 1984, we have conducted over 800 executive recruitments for clients in the private, public and nonprofit sectors.

Our firm has been recognized for its ability to handle the most difficult and complex recruitments. We believe that the key to conducting successful searches for these key positions is achieving a profound understanding of the types of leaders needed to fulfill these positions. Such strategic personal consulting work is one of our strengths. Our approach is always to build a strong relationship with our client and to provide them with "best in class" talent and executive search services. You will find that we communicate with our client contact representatives frequently, typically by means of bi-weekly conference calls, as our search process unfolds.

8939 S. Sepulveda Blvd., Suite 110-216, Los Angeles, CA 90045, 310-348-8800
11040 Bollinger Canyon Road, Suite E-216, San Ramon, CA 94582, 213-308-0945

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Decisions about qualified potential candidates are always made collaboratively, with an open mind and ear to the nuances of the client's needs. We are committed to providing great customer service with timely results.

One key factor which contributes to our success is our "private sector-direct sourcing" approach in conducting public sector recruitments. We believe that the application of private sector recruiting strategies and our industry knowledge will streamline the process and add value to the services we provide.

We offer state-wide coverage in immediately interacting with candidates throughout the state. We also possess a track record of conducting national recruitments and are committed to recruit "best in class" professionals and provide our clients with great customer service.

We are prepared and have the capacity to handle this key executive recruitment for the City of Menlo Park once a contract has been executed. We are anticipating one similar (chief operating officer for the City of San Diego) assignment beginning in mid-September

I will personally lead our firm's recruitment efforts on behalf of the city. The recruitment will be staffed by other staff who will work closely with me in the identification, recruitment, and evaluation of candidates who meet the core competencies for the City Manager position. Please be assured that the full resources of our firm will be employed on behalf of the city.

Please feel free to contact me at 310-348-8800 should you have any questions or need additional information. We look forward to hearing from you.

Sincerely,



William D. Hawkins
President

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EXECUTIVE SUMMARY

During the past thirty-seven (37) years, *The Hawkins Company* has been instrumental in completing over 800 executive searches assisting public and private organizations recruit strong and highly effective leaders in senior executive leadership positions. We have a strong public-sector practice where we have worked on behalf of city and county governments, and special districts throughout the United States. Most of our searches are national in scope which has afforded us an opportunity to develop a large database of candidates and sources of candidates throughout the United States. We take great pride in our ability to work effectively on behalf of our clients and our focus is always tailored to the unique staffing objectives and needs of our clients. Our approach is always to build a strong relationship with our client and to provide them with high quality executive search consulting services in a manner that reflects positively on their organization.

We are pleased with our ability to assemble teams of consultants with specific expertise and skills that contribute to the delivery of outstanding recruitment services. **The team's objective is to clearly understand client needs and candidate competencies required to ensure that we identify and recruit "best in class" professionals. As a result, we are often requested to assist clients with their most difficult and challenging recruitments.** We have a solid footprint in recruiting top level change agents and highly skilled transformational leaders to lead urban public agencies, municipalities, and special districts. Furthermore, we have a long history of successfully recruiting top-notch leaders for Bay Area organizations including the City and County of San Francisco, City and Port of Oakland, City of Berkeley, Sacramento County, Alameda County, BART, EBMUD, etc.

Our work experience (over 800 searches) allows us to maintain strong relationships with top level governmental, non-profit, education and private sector executives in most functional and geographical areas, and we will leverage these relationships to ensure that we identify and recruit "best in class" professionals on behalf of the City of Menlo Park. We are experts in recruiting talented executives and maintain a 90% placement rate.

With respect to city manager searches, we have done searches for large cities like Long Beach and Oakland, CA and smaller cities like Inglewood, Compton, and Fillmore, CA. We are comfortable with our ability to recruit strong talent in this area. Our forte is working for diverse urban communities. Our extensive contacts and speaking engagements experiences with the International City Managers Association (ICMA), League of California Cities, National Forum of Black Public Administrators (NFBPA), and International Hispanic Network afford us an extensive network of contacts in the city manager field nationally and regionally. Our experience working with elected officials and being responsive to their varied expectations has been one of our key strengths. We are experts in working in complex political environments without becoming political. We help elected officials develop solid strategies to meet their talent acquisition requirements and

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are trusted advisors. We take matching the needs of the Council with the talent of appropriate candidates without compromising trust and integrity. Our hands-on approach will add significant value to the City of Menlo Park. Our ability to think and operate creatively and work collaboratively with our client partners is a hallmark of our expertise and what we do. Finally, our willingness to deploy adequate staff resources will result in a timely, thorough, and successful executive recruitment for the City of Menlo Park.

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BACKGROUND & EXPERIENCE

The Hawkins Company, established in 1984, is a management consulting firm specializing in executive search services. Long recognized as a leader in the field of executive recruitment, *The Hawkins Company* and its team have successfully conducted over 800 senior level talent acquisition assignments for public, private, nonprofit, and educational organizations with a consistent commitment to achieving the staffing objectives of our clients, quality of service, and “best in class,” candidate recruiting.

The Hawkins Company is exceptionally well qualified to assist with your talent acquisition needs for the following reasons:

- *The Hawkins Company* is one of the premier MBE, senior level executive search firms in the United States, and offers an unbiased professional approach in successfully completing executive search assignments.
- *The Hawkins Company* utilizes a tailored six-step process in conducting senior level search assignments for Fortune 500 corporations, small and medium size companies, municipalities, public agencies, educational institutions, nonprofits, and start-up organizations.
- *The Hawkins Company* has extensive experience working with elected officials, boards, top administrators, search committees, corporate executives, and human resources professionals in designing and implementing effective recruitment strategies.
- *The Hawkins Company* is committed to diversity, equity, and inclusion and maintains excellent relationships with various professional organizations and associations. *The Hawkins Company* takes pride in its record of promoting diversity, equity, and inclusion at every stage of the recruitment process. The firm has been recognized for its success in diversity recruiting.
- *The Hawkins Company* and its team of consultants have conducted senior level recruitments for a variety of government organizations, in major cities nationally. We are often selected to conduct highly visible, challenging and politically sensitive searches. This is clearly one of our core “sweet spots.”

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MISSION STATEMENT

The mission of *The Hawkins Company* is to identify, cultivate, recruit, evaluate and deliver best in class executives that meet and exceed our clients' expectations with a commitment to diversity and inclusion. *The Hawkins Company's* objective is always to provide excellent customer service to our clients and to ensure that the candidate experience is exceptional.

The Hawkins Company's core values are:

- Human Capital is the most important asset in any organization.
- Integrity and service are the cornerstones that drives what we do.
- Treat everyone with dignity and respect. Be open at all times.
- Value our work product, be creative, and innovative while serving both clients and candidates.
- Take pride in what we do and always advocate for diversity, equity, and inclusion.

The Hawkins Company's objective is always to find the best-qualified candidates. We believe that, although advertisements in professional publications/career job sites may be helpful, many of the best candidates must be sought out and their interest encouraged. Our clients have found that we are able to:

- Develop the appropriate specifications for a position.
- Encourage the interest of top-level people who might be reluctant to respond to advertisements.
- Identify and recruit highly qualified individuals with an emphasis on candidates from diverse backgrounds.
- Independently and objectively assess the qualifications and suitability of candidates for positions for which we are recruiting.
- Assemble a highly skilled team of recruiters with specific expertise in the industry we are recruiting candidates while using our national network of contacts and relationships to benefit the clients we serve.

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DIVERSITY RECRUITING

As a certified Minority Business Enterprise (MBE), *The Hawkins Company* takes pride in its record of promoting diversity and inclusion. The firm was listed in *The Wall Street Journal* as one of twenty search firms nationally that focus on cultural diversity recruiting as a best practice in the 90's. Members of the firm are often quoted by major publications regarding diversity-recruiting practices. Over seventy-five percent (75%) of the firm's placements during the past three years have been people of color and women. *The Hawkins Company's* recruitment team and national contacts allow for the successful identification and recruitment of highly qualified people of color and female candidates. In addition, sixty percent (60%) of the recruitments are nationwide in scope. Furthermore, our firm has a ninety-five percent (95%) placement rate.

The Hawkins Company operates under Equal Opportunity Employment, Americans With Disabilities, and Affirmative Action guidelines in conducting executive search assignments and in contracting.

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REPRESENTATIVE SEARCH ASSIGNMENTS

The Hawkins Company is very pleased with its track record of successfully assisting public agencies recruit top-level senior executives. Below is a partial list of city manager and assistant city manager searches our staff has conducted:

<u>CLIENT</u>	<u>SEARCH</u>
City of Berkeley, CA	-Deputy City Manager (2018) -Deputy City Manager (2017)
City of Carson, CA	-City Manager
City of Fillmore, CA	-City of Fillmore
City of Inglewood, CA	-City Manager
City of Long Beach, CA	- City Manager (2020_
City of Oakland, CA	-Assistant City Administrator (2019) -Assistant City Administrator (2018) -City Manager
City of Richmond, CA	-City Manager
City of Richmond, VA	-Chief Administrative Officer (CAO) -Deputy CAO -Deputy CAO
City of San Bruno, CA	-Assistant City Manager (2020)
City of Santa Monica, CA	-Assistant City Manager (COO) -Deputy City Manager (2018)

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PUBLIC SECTOR CLIENTS: (PARTIAL LISTING OF PUBLIC SECTOR CLIENTS)

City of Austin, TX	City of San Antonio, TX
City of Baltimore	City of Berkeley
City of Citrus Heights	City of Dallas, TX
City of Benicia	City of Inglewood
City of Bellevue, WA	City of Long Beach
City of Carson	City of Lynwood
City of Compton	City of Oceanside
City of Kansas City, MO	City of Richmond, CA
City of Los Angeles	City of Sacramento
City of Oakland	City and County of San Francisco
City of Pasadena	City of Seattle
City of Richmond, VA	City of Santa Monica, CA
City of San Diego	County of Contra Costa
City of San Jose	County of San Diego
City of Salinas	King County, WA
County of Alameda	Dallas Area Rapid Transit District Authority
County of Los Angeles	Las Vegas Housing Authority
Atlanta-Fulton County	Long Beach Water Department
Brooklyn Public Library	Metropolitan Water District of Southern
California East Bay Municipal Utility District	City of College Park, GA
Las Vegas Valley Water District	LA County Transportation
Commission Village of Oak Park, IL	

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PROJECT MANAGEMENT AND STAFFING

Our team consists of William (Bill) Hawkins, Christine Boulware, Todd Hawkins, Yonnine Hawkins Garr, and Tisa Jones. The team has over seventy-five (75) years of experience in researching and conducting executive recruitments. We have handled assignments from routine to highly confidential and complex recruitments in both the private and public sectors, with a consistent commitment to service, professionalism, and positive results. Bill Hawkins will serve as Project Manager and will employ other members of our team as needed.

William D. Hawkins

Mr. Hawkins is President/CEO and Founder of [The Hawkins Company](#) and has over thirty (30) years of executive search experience. During his search career, Bill has conducted and/or participated in over 1,200 executive searches. In addition to his extensive executive search experience, he is an industry pioneer in diversity recruiting at senior corporate and government levels. Since launching [The Hawkins Company](#) in 1984, the firm has conducted over 800 searches for Fortune 500 Companies, government agencies, non-profit organizations, educational institutions, and emerging businesses. Prior to establishing [The Hawkins Company](#), Mr. Hawkins spent nine (9) years as a senior member of the world's largest executive search firm, Korn Ferry International. Mr. Hawkins also served as Senior Vice President of the National Economic Management Association, an economic development firm. Other experience includes banking and government service.

Mr. Hawkins is a graduate of Howard University and has lectured extensively on recruiting and human resources issues. He holds membership in numerous business and professional organizations.

Christine Boulware

Chris Boulware serves as a Senior Consultant with [The Hawkins Company](#) and has over 20 years of experience in executive search and 6 years of senior level financial management experience in state government. She has recruited for newly elected mayors, governors and staffed cabinet level offices for the White House. Her areas of expertise include advocacy groups, education, health organizations, human services, transportation and governmental and quasi-governmental leadership roles. Ms. Boulware also has extensive experience in the areas of public policy, human resources, banking, economic development, engineering, administration, and operations. She also possesses extensive experience recruiting executive talent for large foundations and nonprofits committed to social justice causes including educational equity, criminal justice reform, housing, and health disparities.

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Before becoming a professional executive recruiter, Ms. Boulware served for five years in key fiscal and managerial roles with the Commonwealth of Massachusetts. She served as a Senior Budget Analyst with the Massachusetts Bureau of Fiscal Affairs and, subsequently, as Co-Budget Director for the Massachusetts Department of Social Services. In this latter capacity, she was responsible for the administration of a \$226 million budget for the Department of Social Services. She also staffed the budget office of this newly created Department and developed policies consistent with the gubernatorial agendas and state administrative policy. In 1992, Ms. Boulware served as an active member of President Clinton's first-term transition search team. She has a bachelor's degree in Political Economy from Sweet Briar College in Virginia.

Yonnine Hawkins Garr

Yonnine Hawkins Garr has been affiliated with [The Hawkins Company](#) since 2013. Ms. Garr's executive search work focuses on human resources, financial services, economic development, construction, facility management, and asset management. She also has conducted recruitments for government agencies (city management, public safety, DEI, and transportation) and nonprofits. She recently co-led the City Manager search for the City of Long Beach and will co-lead the upcoming search for the Chief Operating Officer (city administrator) search for the City of San Diego.

Her background also includes work in real estate development, construction, and real estate asset management. She is a skilled real estate commercial and residential lender, having worked as a bank loan officer. Ms. Garr has also worked in finance for a community development corporation (CDC), Ms. Garr was also a partner in a real estate investment company. She began her career in the mortgage banking and finance industry.

Yonnine is a graduate of the University of California, Irvine (BA), and attended the University of Santa Clara School of Law for one year.

Todd Hawkins

Todd Hawkins has been with [The Hawkins Company](#) since 2018. Mr. Hawkins serves in two roles at the firm. He concentrates on creating new business development opportunities and he conducts executive searches that focus on community-based nonprofits, corporate development positions and newly formed entrepreneurial enterprises at the C-suite level. He has served on several boards in Southern and Northern California. In his board roles he has chaired and served on several search committees for educational nonprofits. He has spoken nationally on issues related to diversity, equity, and inclusion.

Todd has been an integral part, as a committee chair and search committee member, on board search committees for arts, museums, and educational organizations. He has developed specialized expertise in recruiting fund development executives. In addition to his executive search experience, Todd performs community engagement, brand

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management, and event management for corporate, government and nonprofit organizations. He is a graduate of the University of California, Los Angeles (UCLA).

Tisa Jones

Tisa Jones is a senior executive search consultant and serves as *The Hawkins Company's* Candidate Engagement and Assessment Manager. She conducts both public sector and nonprofit searches and manages the firm's candidate background and reference process.

Tisa joined *The Hawkins Company* in 2016. Her recruiting and research experience covers human resources, legal, finance, IT and general management. Ms. Jones has played major roles on numerous successful executive search assignments and recently co-led the Chief Race and Equity Officer search for the City of San Diego.

Prior to joining *The Hawkins Company* Tisa managed her family's restaurant business and oversaw human resources, customer service, public relations, and finance, amongst other responsibilities.

Tisa Jones graduated from UC Berkeley with a Bachelor of Arts degree in Interdisciplinary Studies with an emphasis in Mass Communication, Psychology, and Chicano Studies. She is passionate about education and assisting people suffering from homelessness. She served on the Downtown's Women Center's inaugural junior Board from 2016-2018.

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THE SEARCH PROCESS

Our assignments follow our well-defined six-step process:

1. DEVELOP A THOROUGH UNDERSTANDING AND ASSESSMENT OF THE CLIENT

This involves meeting with the City Council, and other key stakeholders to ascertain the mission, culture, and goals of the City of Menlo Park. During this phase, a review of organizational structures, backgrounds of executives, official and unofficial lines of authority and responsibility, are conducted. The organization's plans and programs, perceived strengths and weaknesses, and the political climate are discussed. The status of potential internal candidates will also be reviewed. Perceptions about the organization's stature and attractiveness to potential candidates are crucial to developing a good organizational profile. Advantages and negative factors regarding the organization, which may aid or hinder recruitment, will be thoroughly assessed. This initial phase becomes the foundation for developing a strong partnership and effective working relationship between the client organization and *The Hawkins Company*.

2. DEVELOP A COMPREHENSIVE UNDERSTANDING OF THE POSITION

In discussions with key executives, personal and professional attributes for the position are established. A recruitment profile is developed that includes a clear description of the recruitment criteria, which will serve as a profile for the ideal candidate. This profile is prepared by *The Hawkins Company*, from information provided by officials who have key relationships with the position to be filled. It is imperative that this position profile consists of realistic requirements and experience levels because it is the standard against which potential candidates are recruited and evaluated.

3. DEVELOP SEARCH STRATEGY AIMED AT ATTRACTING THE MOST QUALIFIED CANDIDATES

During this phase, the objective is to accumulate a strong pool of candidates. We will work with the to identify appropriate candidates. Organizations are targeted as sources of candidates and geographical preferences are established. We will also finalize recruitment plans and timelines.

The Hawkins Company will use various candidate solicitation methods, including direct sourcing based upon industry research, our candidate data bank, and contacts with appropriate professional associations. Since individuals with the desired qualities are not usually actively looking to make a change, they must be recruited. An effective strategy is crucial to a successful recruitment, and *The Hawkins Company* works closely with the client in developing the search strategy.

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4. EVALUATE POTENTIAL CANDIDATES

In addition to the formal advertising and mailings, *The Hawkins Company* uses a private sector- direct sourcing approach in locating candidates who meet the position specifications and have established patterns of accomplishments and success. Potential candidates and sources of candidates, identified through the above method, are actively recruited to become candidates, and/or solicited as referral sources. We will review and acknowledge in writing all resumes received. Once the candidate pool is established, all qualified candidates, both internal and external, will be evaluated against the core competencies established for the position. Reports are prepared and reviewed with the client to select the most appropriate candidates for further consideration. These candidates are interviewed, by *The Hawkins Company*, in two phases. The first phase involves a telephone interview. Based upon information obtained in this interview, a decision is made as to the most appropriate candidates for further consideration. These candidates will then be interviewed in person or by a video conference by *The Hawkins Company*.

Our goal is to formulate a comprehensive understanding of their background, i.e., qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered. Additionally, candidates are evaluated to determine their overall suitability as a member of the client's management team, as well as their strengths and limitations. It is our policy to conduct reference checks, to include job performance, qualifications, and personal history, and ascertain degree verification on all finalists, i.e., professional, educational, and other credentials. We also conduct other background investigations, i.e., criminal record, and investigate other pertinent factors as required for the recruitment.

The most qualified candidates are selected for presentation to the Council. We will prepare a recruitment report which will detail each candidate's background, experience, education, and accomplishments. Reference summaries and *The Hawkins Company's* professional appraisals are also provided on the final candidates.

5. PRESENTATION OF FINAL CANDIDATES

The Hawkins Company works closely with the client and final candidates to arrange personal interviews. If requested, suggested interview questions and rating forms are provided. Additional selection processes such as assessment centers, psychological evaluations, and interview boards are available options. While the hiring decision is always the client's, we are prepared to assist with negotiations relative to terms and conditions of employment. We maintain a very close relationship with both candidate and client during the offer/acceptance period.

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6. CANDIDATE AND CLIENT FOLLOW-UP

After the executive is hired, *The Hawkins Company* meets with the client to evaluate the overall executive recruiting strategy. Our strengths and the level of client satisfaction are assessed, along with those areas needing improvement.

We periodically follow-up with the hired executive to identify any areas of concern and to ensure a lasting relationship

Throughout the search process, The Hawkins Company maintains a close Client-Consultant working relationship which includes periodic status reports.

PROJECT MANAGEMENT APPROACH

The key elements of *The Hawkins Company's* approach to effective project management are developed in the work plan. They include:

- Mutually agreed upon performance targets based on sound partnering principles.
- Realistic time schedule to complete tasks.
- Periodic progress reporting (bi-weekly).
- Immediate client notification of any issues/challenges that are impacting the recruitment.
- Open and honest dialogue between consultant and client at all stages of the search.
- Assigning, managing and coaching staff involved in recruiting activities.
- Internal status discussions regarding the recruitment.
- Documented follow-up between consultant and client at all stages of the recruitment.

All search assignments are tailored to meet the specific client needs and requirements. While, we encourage our clients to follow certain best practices within the recruiting profession, we accept and follow the client organization's practices that are part of their standard operating procedures.

The biggest challenge, we encounter in most recruitments, is establishing the "fit" which is a combination of professional and personal attributes; beliefs and values; and the "win win." The project manager's role is to confirm realistic core competencies for the position to be filled with the client. These competencies need to be ranked or prioritized. The competencies become the standard for identifying, recruiting, evaluating, assessing candidates and managing the assignment. Additionally, the core competencies become the primary quality control mechanism and should form the basis for the hiring decision.

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The core competencies are used to rate the candidates' material and determine which individuals will receive additional consideration. Using core competencies, both personal and professional, will reduce the tendency to make subjective hiring decisions and therefore enhance the client's ability to make successful hiring decisions. For a good hire to occur, both the needs of the client and the candidate must be met.

The other area where strong project management can prove beneficial is how you approach the recruitment process. *The Hawkins Company* employs a variety of methods to recruit highly desirable candidates who may not currently be in the job market. They include:

- Personal meetings with a potential candidate to discuss the specifics of the job and address any obstacles.
- Getting other influential members of the profession to encourage reluctant candidates to consider the opportunity. **Peer to peer recruiting is a powerful tool.**
- Having a client representative contact the potential candidate and encourage them to become a candidate has been very helpful. **People enjoy being sought after.**

Being able to assess a candidate is as important as recruiting top level individuals. We use a three-step approach to candidate assessments.

1. Thorough personal interviews to assess skills in relationship to required competencies.
2. Research of literature, public records, news accounts and other sources to ascertain career accomplishments/awards or controversies/problems that will impact the candidate's performance.
3. The 360-degree reference/background investigation includes not only people supplied by candidates, but individuals identified, by the consultant, who are in positions to give candid non-bias impressions. Talking to people who have supervised the candidate, worked with them as peers, and who have served as subordinates gives us the 360-degree perspective that is useful in developing a complete candidate assessment.

The final part of our project management approach includes developing a schedule for formal progress meetings, informal status updates, and mutual feedback regarding the recruitment. Our formal meetings are scheduled as follows:

1. Beginning of the recruitment to develop the work plan.
2. Presentation of the initial recruitment report.
3. Report on the final candidates.

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We are always available for additional meetings as needed by the client or consultant. During both formal and informal meetings, we address issues and activities that may require changing the scope or adjusting core competencies. Minor changes are immediately incorporated into the work plan, while major shifts/changes will require consultation between the project manager and the client.

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CITY MANAGER **EXECUTIVE SEARCH** **TIMELINE**

Overview of Proposed Tasks and Timeline

	Proposed Tasks	Proposed Timeline
1.	Initial meetings with the City Council collectively and individually to identify core competencies and recruitment parameters for the position. Identify key information for the profile.	Week 1-2
2.	Interview other key stakeholders as identified by client. Prepare community survey for community input. Post survey.	Week 2-3
3.	Present work plan including detailed timeline and survey results. Finalize recruitment profile/brochure and place advertisements.	Week 3-4
4.	Candidate research and recruitment by search consultants. (usually 6 weeks)	Week 5-10
5.	Prepare and submit initial recruitment report to client. Meet with client to select top 6-8 candidates for evaluations.	Week 12
6.	Candidate (6-8 shortlisted) screening and evaluations by search consultants including preliminary referencing.	Week 13-14
7.	Presentation of report on shortlisted candidates. Council selects candidates for site interviews.	Week 15
8.	Top candidates participate in interview process. Final candidate selected for additional evaluations by the Council.	Week 16
9.	The City Council selects and makes job offer to the chosen candidate.	Week 17-18

Adjustments May Be Made To This Timeline As Needed

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PROJECT COST

The professional fee for conducting the **City Manager** recruitment is \$32,000 and includes a community survey. The expenses for this recruitment include approved consultant/candidate travel/lodging, research and brochure development, report preparation, postage/mailings, and advertisements, and will not exceed \$7,500. The cost of the fixed price contract is **\$39,500**.

Professional Fee and Estimated Expenses	
<i>Item</i>	Cost:
Professional Fee	\$32,000
<i>Reimbursable Expenses (estimated):</i>	
Advertisement	\$ 1,500
Brochure Development/Printing/Mailing	1,500
Background Checks/Research	750
Report Preparation	750
Consultant & Candidate Travel	3,000
<i>Subtotal-Expenses (Not to Exceed)</i>	<u>\$ 7,500</u>
<i>Total</i>	<u>\$39,500</u>

It is our policy and practice to submit monthly invoices for professional fees and expenses. We bill our professional fee in three (3) equal installments. The initial fee of \$10,666 will be rendered upon signing a letter agreement/contract. The second installment of 10,666 is rendered after the delivery of our recruitment report. The final installment will be billed once the final candidates are interviewed. Consultant's fees **are not contingent** upon hiring a City Manager candidate, and Consultants shall continue to recruit and present candidates until a suitable individual is selected and hired by the city. The billings will include reimbursable expenses on the assignment, as incurred. Authorized candidate travel is included in the expenses.

We will offer the city six months of executive coaching for the new city manager at a flat fee of \$6,000. The cost for other requested services will be billed at the rate of \$250 per hour. A community survey is part of the search services provided at no additional cost to the city.

PROJECT GUARANTEE

Should the employee leave voluntarily or be discharged for cause within a one-year period, we will conduct the search again for expenses only. Additionally, should your organization hire additional candidates referred by *The Hawkins Company* in conjunction with this assignment, a fee of \$25,000 per candidate will be charged.

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CLIENT REFERENCES

REFERENCE #1	
Company Name	City of Long Beach
Contact Person	Vice Mayor Rex Richardson
Phone Number	(562) 570-6137 work; (310) 766-3433 cell
Email	Rex.Richardson@longbeach.gov
Recruitment	City Manager 2020

REFERENCE #2	
Company Name	East Bay Regional Park District
Contact Person	Sabrina Landreth, General Manager former City Administrator, (client) City of Oakland, CA
Phone Number	(510) 544-2000
Email	slandreth@ebparks.org ; sabaum_001@yahoo.com
Recruitments	Retained by the City Administrator to conduct multiple executive leadership positions for her executive team during her tenure (2015-2020) and we have continued our work with the City. Searches included two (2) Assistant City Administrators, Director of Parks & Recreation, Director of Race & Equity, Chief of Violence Prevention, Director of Housing & Community Development.

REFERENCE #3	
Company Name	City of San Bruno
Contact Person	Jovan Grogan, City Manager. former Deputy City Manager, City of Berkeley (both client San Bruno & placement Berkeley)
Phone Number	510-529-5595
Email	jgrogan@sanbruno.ca.gov
Recruitment	Assistant City Manager (2020), Fire Chief, Dir. of Parks & Recreation

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