

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
CITY MANAGEMENT ADVISORS, LLC
dba PECKHAM & MCKENNEY**

THIS AGREEMENT is made and entered into this 1st day of March, 2022 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and CITY MANAGEMENT ADVISORS, LLC, a California Limited Liability Company located at 300 Harding Boulevard, Suite 203D, Roseville, California 95437, dba PECKHAM & MCKENNEY (“Consultant”).

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide executive search services for Fort Bragg City Manager recruitment, as more fully described herein; and

B. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

C. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

D. WHEREAS, the legislative body of the City on February 28, 2022 by Resolution No. ____-2022 authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to

the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, Consultant shall conduct another recruitment under the terms set forth in Consultant's proposal.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement

are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Twenty-seven Thousand Dollars (\$27,000.00)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **August 1, 2022**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **August 1, 2022** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant 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.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services

contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) [Section Removed.]
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration

of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant'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.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Managers designated to work directly with Consultant in the performance of this Agreement will be **David Spaur, Interim City Manager**. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates **Kimberly Petersen, Executive Recruiter**, as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage

prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
Anton "Tony" Dahlerbruch
Peckham & McKenney
300 Harding Blvd., Suite 203D
Roseville, CA 95678
Tel: 310-567-1554
Toll-free: 866-912-1919

IF TO CITY:
City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant.

Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in Consultant's Proposal shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: Consultant's Proposal, This Agreement, the City's Request for Proposals

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

[SIGNATURES ON NEXT PAGE]

CITY

CONSULTANT

By: _____

David Spaur
Its: Interim City Manager

By: _____

Anton Dahlerbruch
Its: Managing Member

ATTEST:

By: _____

June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____

Keith F. Collins
City Attorney

Exhibit A



February 17, 2022

Interim City Manager David Spaur
416 North Franklin Street
Fort Bragg, CA 95437

Sent Via PDF/Email To: dspaur@fortbragg.com

Dear Mr. Spaur,

Thank you for the opportunity for Peckham & McKenney to again work with the City of Fort Bragg in its search for a new Police Chief. It would be an honor to conduct the recruitment process. As a boutique firm that specializes in recruitments for small and medium size communities, Peckham & McKenney knows the importance of finding a good “fit” for the position, what is involved in completing a successful process, and how to achieve a positive outcome.

On behalf of Peckham & McKenney, I will serve as your Recruiter. As a former Police Chief, I understand the complexities faced by law enforcement and the qualities required to succeed in these challenging times. I also recognize the importance the City of Fort Bragg places on maintaining public safety and quality of life in sustaining the City’s reputation as a special place to live, work and visit.

The attached proposal includes detailed information regarding Peckham & McKenney, the search process and timeline, our guarantee, and client references. We have the capacity to begin this process immediately.

I would be pleased to talk about the process as well as answer any questions you might have, 510.520.3569. We would be honored to conduct your recruitment.

Sincerely,

Kimberly A. Petersen

Kimberly A. Petersen
Executive Recruiter
Peckham & McKenney
<http://www.peckhamandmckenney.com>
kim@peckhamandmckenney.com



**City of Fort Bragg
Recruitment Proposal
for
Police Chief**

February 17, 2022

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THE FIRM

Peckham & McKenney Peckham & McKenney provides executive search services to local government agencies throughout the western United States and is headquartered in Roseville, California. Under the leadership of Anton “Tony” Dahlerbruch, continuing the values and principles of the firm’s founders Bobbi Peckham and Phil McKenney, Peckham & McKenney has a strong and well-recognized reputation as a leader of successful local government recruitments. The team of Peckham & McKenney’s executive recruiters brings numerous decades of experience in local government and executive search to achieving effective placements that align each client’s unique needs and interests. We are supported by administrative and research specialists, marketing and design professionals, a web and social media expert, and distribution staff.

Since 2004, Peckham & McKenney has conducted more than 650 executive level recruitments in the states of Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. On behalf of cities, counties, and special districts throughout the West, we have successfully placed hundreds of local government professionals including, City and County Managers and their Assistants, Police and Fire Chiefs, Department Heads, and mid-level managers. In addition, Peckham & McKenney has placed hundreds of executives and organizational leaders in the areas of public safety (police and fire), community development and planning, economic development, public works and engineering, finance, human resources, city clerk, information technology, library services, parks and recreation and community services.

Peckham & McKenney is a boutique firm that is established on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a “people” related industry and that attention to others’ needs is the key to providing effective customer service.

Our Reputation Peckham & McKenney is one of the most trusted and respected executive recruitment firms in the country. Time and again, we receive unsolicited compliments from clients and candidates relating to our integrity, high ethics, customer service, and centered focus on each individual client. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has led to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us, which you can find on our website at www.peckhamandmckenney.com.

“All about fit” We recognize that every agency and community we serve is unique, and the candidate you ultimately select must “fit.” We take the time to become familiar with your community, organizational culture, and issues and challenges to identify and recruit the best candidates for your consideration. Nearly 89% of our placements stay in those positions for over five years, which is a testament to their “fit.”

PUBLIC SAFETY EXECUTIVE EXPERIENCE

Our Experience

With every executive search, your personal recruiter has the full backing, support, and resources of the entire Peckham & McKenney team. Bringing more experience to local government search than any other California recruiter, Peckham & McKenney has successfully completed the following Public Safety recruitments in California since 2015:

Alhambra	Police Chief
Antioch	Police Chief
Atherton	Police Chief
Bell	Police Chief
Belmont	Police Chief
Benecia	Fire Chief
Beverly Hills	Police Chief
Consumnes CSD	Fire Chief
Calistoga	Police Chief
El Centro	Police Chief
Eureka	Police Chief
Galt	Police Chief
Healdsburg	Police Chief
Menlo Park	Police Chief
Milpitas	Police Chief
Oceanside	Fire Chief
Piedmont	Fire Chief
Porterville	Police Chief
Rocklin	Fire Chief
Sacramento County	Deputy County Administrator*
San Pablo	Police Chief
San Rafael	Police Chief
Sebastopol	Police Chief
Sonoma Valley Fire & Rescue	Fire Chief
South Gate	Police Chief

*Public Safety and Justice

YOUR RECRUITMENT TEAM

Our Approach

Peckham & McKenney limits the number of active searches of each Recruiter to totally focus on your search. When you retain Peckham & McKenney, your Recruiter is fully responsible for the success of the recruitment process. Each recruitment is additionally supported by experienced administrative, research, and marketing specialists.

Recognizing the importance of this search, Kimberly Petersen will serve as your Recruiter. Ms. Petersen is currently assisting only one other city with a recruitment process and has the immediate capacity to conduct the Police search for the City of Fort Bragg.

Kimberly Petersen, Executive Recruiter

Kimberly Petersen's career as a public servant began in 1996 when she was hired as a police officer with the Fremont Police Department. Over the course of the next 25 years, she served in various assignments, moving through the ranks as a supervisor and manager. Ms. Petersen was appointed as the Fremont Police Department's seventh Chief of Police in 2018. In this capacity she was a senior member of the city's executive management team and a key partner in guiding the city through the first years of the pandemic before retiring at the end of 2021.

Ms. Petersen's contributions to the City of Fremont include developing Fremont's first Mobile Evaluation Team, a partnership with the Human Services Department pairing mental health professionals with police officers to better serve those in mental health crisis, and community members experiencing homelessness. Additionally, she oversaw the implementation of several life-saving programs including equipping all patrol officers with AEDs to assist the public with cardiac incidents, and naloxone to assist with drug overdoses. She also developed the department's Tactical Emergency Medical Support team, a collaboration with the Fire Department. Chief Petersen brought the Fremont Police Department into a new era of accessibility by launching the agency's first Transparency Portal and overseeing the release of critical incident videos.

Ms. Petersen is a former Division I athlete who played soccer professionally in Japan's "J" League. She holds a Bachelor of Arts degree from Stanford University in Human Biology, and a master's degree from the Naval Postgraduate School in Security Studies. She is a graduate of the Peace Officer Standards and Training Supervisory Leadership Institute, and Command College.

Anton (Tony) Dahlerbruch, Executive Recruiter

Prior to joining Peckham & McKenney in 2019, Tony Dahlerbruch worked in local government for over 30 years. As a problem solver, Mr. Dahlerbruch worked in most every city department in Beverly Hills, California (ultimately as Deputy City Manager); Scottsdale and Phoenix, Arizona; and Rockville, Maryland, before subsequently serving a combined 12 years as City Manager in Rolling Hills and Palos Verdes Estates, California. With direct and personal experience in the diverse aspects of city services, Tony has knowledge in the many disciplines of city management including finance/budget, human resources, planning, public works, and public safety. During his city management career, he was

recognized for his integrity, hard work, responsiveness, focus on service, and ethics.

Mr. Dahlerbruch has additionally served in numerous leadership positions in state and national/international professional organizations. Noting his commitment to professional local government management, Tony represented the City Managers Department of the League of California Cities as a two term Director on the League's Executive Board, President of City Managers Department of the League of California Cities and served on numerous League Policy Committees. He has also served as a Regional Vice President on the Executive Board of the International City/County Management Association (ICMA) and other various ICMA committees.

Mr. Dahlerbruch holds a Bachelor of Arts in Political Science from the University of California at Santa Barbara and a Master of Public Administration from The American University in Washington, D.C.

Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

Kevin Johnson, Research Assistant

Kevin Johnson has been a member of the Peckham & McKenney team since 2009 and currently serves as a Research Assistant. He supports the firm's Recruiters through his research of local government agencies and networks, potential candidates, and current candidates prior to recommendation to our clients. Mr. Johnson mastered his researching abilities while obtaining a Bachelor of Arts in Economics from Willamette University.

Linda Pucilowski, Graphic Designer

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a bachelor's degree from California State University, Sacramento.

Rachel Moran, Website & Social Media Assistant

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her bachelor's degree in Fine Arts with a concentration in Graphic Design.

THE SEARCH PROCESS

While it is our intent to customize the search and project schedule to fit the specific needs of the City of Fort Bragg the search process typically includes the following key steps.

Project Organization Prior to beginning the recruitment, necessary documentation (contract, insurance, business license, retainer invoice, etc.) will be processed. We ask that the City identify a single point of contact that will serve as our liaison throughout the recruitment, providing necessary information to us, responding to our questions, and receiving and distributing all correspondence. A single point of contact will ensure timely and clear communication throughout the process.

We will request a conversation with the City Manager (or other lead decision-maker) to discuss the process, listen to specific desires and expectations, and respond to any questions or concerns. We will discuss the parameters of the search, receiving input about the ideal candidate, outreach efforts, the search timeline, compensation, and confirm future meeting dates. This conversation is scheduled with the City Manager/lead decision-maker concurrent with Development of the Candidate Profile (see below). During this phase of the process, we will also discuss and determine the extent of involvement of individuals in the search process.

In this phase of the process, we will also discuss with the City Manager the finalist interview process and the various components to be considered. Ms. Petersen will provide recommendations of best practices. Please note that decisions on the extent of involvement of others as well as additional components to the finalist interview process will impact the search, search timeline, and ultimately the cost of the recruitment process.

Development of Candidate Profile (virtual meeting #1) This step provides for the development of the Candidate Profile that will serve as a guide in the identification of potential candidates, outreach and recruitment efforts, screening, and selection of your next Police Chief. The Candidate Profile includes information relating to the City of Fort Bragg, the Police Department, current and future issues and opportunities for the Department, expectations, goals, and objectives leading to the success of the new Police Chief, and the background and experience, leadership style, skills and abilities, and personality traits of the ideal candidate.

Ms. Petersen will develop this profile following conversations with the City Manager, as well as individual or group discussions with the City's leadership team and other individuals identified in the initial conference call (see Project Organization above). We will recommend a group meeting with the executive staff team for preparation of the Candidate Profile. This can also include outreach to select labor representatives, appointed commission or committee members, business leaders, and community stakeholders designated by the City Manager. With COVID-19, we have found conducting outreach via Zoom is effective and efficient.

Our proposal includes up to two days of virtual meetings to develop the Candidate Profile. We will request information relating to compensation and benefits, organization charts, and budget data. In addition, we will request high-resolution photos to be used in an attractive brochure to market the

opportunity. A draft of the Candidate Profile will be provided to our point of contact for review. We ask that all revisions and corrections be provided to us in a timely manner to maintain the agreed upon search timeline. Our marketing and design professional will then prepare an attractive marketing brochure incorporating the Candidate Profile. This brochure will be distributed to up to 500 identified industry professionals. Copies of the brochure will also be made available to the City.

Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Social media, including LinkedIn and other platforms, will be used as appropriate. Full information on the position will be posted on the Peckham & McKenney website and provide to the City for posting on its website as well.

Recruitment The main focus of our outreach will be direct phone contact with quality potential candidates. With over 60 years of combined executive search experience, we are personally familiar with potential applicants, have developed an extensive candidate database that is continuously updated, and well connected to seasoned professionals for finding well qualified referrals. We take pride in the placement of women and applicants of diverse backgrounds, and are known for long, successful tenures of candidates selected by the agency. In addition, Ms. Petersen's extensive professional network within the public safety field will be critical to our outreach efforts. Our recruiting efforts will focus on direct and aggressive recruiting of individuals aligned with the experience, background and knowledge determined during the Candidate Profile Development. Outreach will also be consistent with the conversations and plans/goals for finding the ideal candidate as discussed during the Candidate Profile Development. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly update the City of the recruitment status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will "team" with the City Manager to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating "surprises" once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged within 48 hours, and we will personally respond to all inquiries. Once the resume filing deadline has passed, we will update the City on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear to meet the Candidate Profile. The supplemental questionnaire is intended, in part, to ascertain the applicant's familiarity with the City and writing ability; applicants will be asked to address a few questions pertaining to the position that are based on information learned during Candidate Profile Development.

Ms. Petersen will conduct preliminary interviews with the individuals that most closely align with the Candidate Profile. Internet research will be conducted so that we may probe the candidate regarding areas of concern.

Candidates will be advised of the search schedule and updated regularly as to their status.

Recommendation of Candidates/Selection of Finalists (virtual meeting #2) A bound report will be provided to the City Manager prior to our meeting to discuss our recommendation of leading candidates for further consideration. This report will include a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of approximately four to eight recommended candidates. We may include a first and second tier of candidates within our recommendation.

Ms. Petersen will meet with the City Manager in a one- to two-hour meeting and will provide an overview of each recommended candidate for the City Manager to determine who to interview as well as share any concerns or negative information. Once a group of finalists has been selected by the City Manager, we will revisit early decisions made during Project Organization relating to the finalist interview process.

Peckham & McKenney will notify all candidates of their status. Those candidates selected as finalists will be notified and provided with all necessary information to attend finalist interviews with the City. We will prepare an interview schedule and confirm with our point of contact all necessary details.

If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with the City Manager at our meeting to recommend candidates.

Finalist Interview Process (on-site or virtual – meeting #3)

Finalist Interview Process Ms. Petersen will provide facilitation during the finalist interview process. *These initial interviews may be conducted on-site or alternatively, they may be conducted virtually. (For an initial screening interview, virtual interviews may be easier and more attractive for candidates and panelists).* An orientation session will be held at the beginning of the process, and we will facilitate a review and discussion of the finalists at the end of the day. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided. Again, a standard finalist interview process of the leading four to eight candidates is typically conducted within one day. Should the process desired by the City Manager require more than one day, an additional fee will be charged.

Qualification Once the finalist candidate has been selected and a conditional offer has been made by the City, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of Sterling Talent Solutions (www.sterlingtalentsolutions.ca), the world's largest company focused entirely on conducting background checks. This background check is optional as most agencies hiring public safety management level employees will contract with a private investigator to conduct a more thorough background investigation which would duplicate the information provided in our more limited background check conducted by Sterling Talent Solutions.

Ms. Petersen will also personally contact professional references, and a full report will be provided to the City. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City.

Peckham & McKenney's qualification process of internet-based research, background checking through Sterling Talent Solutions, and reference checking has proven successful for our clients through the years. In addition to relying on our services, clients are encouraged to utilize the background checking protocols they normally would use in hiring a position of this type. Enhanced reference checking and background investigation, if any, beyond the scope of this proposal is the client's responsibility.

SEARCH SCHEDULE

<u>ACTIVITY</u>	<u>TIME FRAME</u>
I. Project Organization <ul style="list-style-type: none">• Conference call discussion of recruitment process• Formalize project schedule	Pre-Recruitment
II. Development of Candidate Profile <ul style="list-style-type: none">• <u>Virtual meeting #1</u>• With City Executive Team and/or other individuals• Develop Candidate Profile/Marketing Brochure• Develop advertising and recruitment plan	March 7-25 March 14-16
III. Recruitment <ul style="list-style-type: none">• Advertise, network, and electronically post in appropriate venues• Distribute Candidate Profile to industry professionals• Post opportunity on the Peckham & McKenney and City websites• Focused outreach to individuals within the parameters of the Candidate Profile• Respond to all inquiries and acknowledge all resumes received within 48 hours	FILING DEADLINE IS 5/2/22 March 28 – May 2 (5 weeks)
IV. Preliminary Review and Interviews <ul style="list-style-type: none">• Screen resumes and conduct Internet research• Identify leading candidates and request supplemental questionnaires• Review supplemental questionnaires• Conduct preliminary interviews with leading candidates	May 2-11 (2 weeks)
V. Recommendation of Candidates/Selection of Finalists <ul style="list-style-type: none">• Provide written recommendation of candidates to the City• <u>Virtual meeting #2</u> to provide recommended candidates• City selects finalist candidates for finalist interview process• Peckham & McKenney notifies all candidates of status in recruitment process	Week of May 23
VI. Finalist Interview Process <ul style="list-style-type: none">• <u>On-site meeting #3</u> to facilitate finalist interviews• Assist City throughout process and provide recommendations• City selects candidate or leading 2-3 candidates for further consideration• Second interview(s)	Week of May 30 (not the 30 th , Memorial Day)
VII. Qualification <ul style="list-style-type: none">• Conduct thorough background and reference checks on leading candidate• Provide negotiation assistance• Exceed expectations and successfully place candidate who “fits.”	One Week

In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible; as such, we ask that our clients work with us to identify future meeting dates that will be published within the Candidate Profile. This will ensure that the momentum of the search is consistent and that all parties are available leading to a successful result. At the conclusion of the process, we will kindly request that the written public announcement of the appointment attribute the recruitment to Peckham & McKenney Executive Search.

COST OF SERVICES

Cost of Services

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. Over years of experience, we have found that an all-inclusive fee for a search process is simpler, cost-effective, and efficient. The fee to conduct the search process for your next Police Chief is \$27,000. Our all-inclusive fee includes professional fees and expenses (out-of-pocket costs associated with advertising, consultant travel, administrative support / printing / copying/ postage / materials, telephone / technology, partial background checks on recommended candidates, and full background check on selected finalist only).

The fee quoted above is to complete the recruitment process as described in The Search Process, including three days of virtual and/or on-site meetings. The first meeting (one to two days) is to develop the Candidate Profile; the second meeting (one day) is to provide a recommendation of candidates; and the third meeting (one day) is to facilitate finalist interviews.

Additional Service Costs

The following “menu” details fees for additional requested services. Some fees may be negotiated.

Facilitation of Community Forum	\$1,500
Community Survey & Results Analysis	\$1,500
Additional Meeting Day	\$1,000/mtg. (three days included in proposal)
Each additional full background check	\$300/each
Additional placement within organization*	\$5,000 (if selected within one year)

*If the City of Fort Bragg hires an additional candidate from among those recommended for another position within one year of the close of the recruitment, a fee of \$5,000 will be charged to the City.

Process of Payment

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City’s behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced one month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced two months from contract execution, and it is due within 30 days following the invoice date.

If the City of Fort Bragg requires a different payment schedule, this must be agreed upon within the contract. Peckham & McKenney expects payment of all invoices in a timely manner.

Agreement

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

Insurance

City Management Advisors, doing business as Peckham & McKenney, carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.

Necessary insurance documentation will be provided to the City of Fort Bragg in a timely manner.

GUARANTEE AND ETHICS

Placement Guarantee Our placement record is particularly strong in that 89% of the candidates we have placed remain in those positions for over five years. In the unlikely event, however, that a candidate recommended by our process (external candidates only) leaves your employment ***for any reason within the first year from the date of appointment*** (except in the event of budgetary cutbacks, promotion, position elimination, or illness/death), we agree to provide a second search process upon negotiating a mutual agreement on the professional services fee plus expenses.

Reopening the Recruitment Throughout the recruitment process, all our efforts are made to present recommended applicants for the successful placement of a candidate who fits the Candidate Profile. It is extremely rare that our recruitment process fails to produce a preferred candidate in the first instance. If the search process, however, does not result in a placement, we agree to provide a second search process upon negotiating a mutual agreement on the professional services fee plus expenses.

As Albert Einstein said, the definition of insanity is “doing the same thing over and over again and expecting different results.” Prior to reopening the recruitment, we will thoroughly review with the City any adjustments in approach, compensation, and/or other variables necessary to achieve a placement as a result of the process.

Ethics Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate’s complete background and history. Conversely, no candidate should ever enter a new career opportunity without full disclosure of any organizational “issues.”
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted.
- As recruitment professionals, we do not recruit our placements -- ***ever***. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- During an active engagement, we do not recruit staff from our client agencies for another recruitment. Nor do we “parallel process” a candidate, thereby pitting one client against another for the same candidate.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we ***always*** represent and speak of our clients in a positive manner, during the recruitment engagement as well as years after.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

City of San Mateo, CA – Police Captain

Ed Barberini, Chief of Police
650-522-7600 ebarberini@cityofsanmateo.org

City of Healdsburg, CA – Police Chief

Jeff Kay, City Manager
707-431-3452 jkay@ci.healdsburg.ca.us

City of Belmont, CA- Police Chief

Cora Dino, Human Resources Director
650-637-2988 cdino@belmont.gov

City of El Cerrito- Fire Battalion Chief

Alexandra Orologas, Assistant City Manager
510-215-4302 aorologas@ci.el-cerrito.ca.us

City of El Cerrito- Police Captain- in (progress)

County of Sacramento- Deputy County Executive Public Safety & Justice

Candice Mabra, Principal Human Resources Analyst
916-874-1682 mabrac@saccounty.net

DIVERSITY STATEMENT

Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity and are known for long successful tenures of candidates selected by the agency. In the last five years, 53% of Peckham & McKenney placements are women and people of color.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government. Through leadership positions in organizations, as a speaker at conferences, and in professional roles in city management, other members of our recruitment team additionally have a history of promoting diversity in local government positions. With our diverse team of Recruiters, Peckham & McKenney goes to great lengths to support, promote, and advocate for diversity in the recruitment and hiring process.

In addition to all other outreach methods, our firm utilizes the Local Government Hispanic Network (LGHN), National Forum of Black Public Administrators (NFBPA), Women Leading Government (WLG), and the Municipal Managers of Association of Northern and Southern California (MMANC/MMASC) to advertise searches, as well as the National Diversity Network, which ensures placement of your opportunity with the following online venues:

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: B & B Premier Insurance Solutions, 5008 Chesebro Road Suite 200, Agoura Hills, CA 91301. CONTACT NAME: Milana Medvedeva, PHONE: (818) 223-8383, FAX: (818) 223-8181, E-MAIL ADDRESS: milanam@bbpremierins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Insurance Company, INSURER B: Employers Insurance Group, INSURER C: Westchester Surplus Lines Ins Co, INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: CL2151929016 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an additional insured as per policy terms, limits, conditions, coverages and exclusions as their interests may appear in the operation of the named insured.

CERTIFICATE HOLDER: City of Fort Bragg, 416 N Franklin Street, Fort Bragg, CA 95437. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

POLICY NUMBER: 72SBMBC5772

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 12-20-2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

City of Fort Bragg

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.