

CITY OF FORT PIERCE, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of December, 2015 between the **City of Fort Pierce, Florida**, a municipal corporation, hereinafter referred to as "CITY", and **Colin Baenziger & Associates**, with its principal offices located at, 2055 South Atlantic Avenue, Suite 8, Daytona Beach Shores, Florida, 32118, hereinafter referred to as "CONSULTANT."

RECITALS

CITY is a public entity organized and existing pursuant to the Charter and the Constitution of the State of Florida.

CITY currently desires to **engage the services of a local government management employment consultant for the purpose of selecting and hiring a professional in-house city attorney** and desires to engage the services of the CONSULTANT to assist in such project and to render its services on the terms and conditions provided in this Agreement.

CONSULTANT is a **partnership** duly licensed to practice in the State of Florida and desires to render the professional services for the CITY as provided herein.

CONSULTANT further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner.

THEREFORE, CITY hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the parties agree as follows:

I. TERM

- 1.1. This Agreement shall commence in December 2015, within seven (7) days of the Notice to Proceed and shall continue until satisfactory selection and hiring of an in-house city attorney. The CITY, however, may terminate the Agreement subject to the provisions of Section XIV of this Agreement.

II. SERVICES

- 2.1. The Scope of Services to be rendered to CITY by CONSULTANT in the recruiting, selection and hiring of a professional in-house city attorney are be referenced in the attached and incorporated Exhibit "A".
 - 2.2. CONSULTANT represents to CITY that the services to be performed under this agreement shall be in accordance with accepted and established trade practices and procedures recognized in CONSULTANT'S trade in general and that CONSULTANT'S services shall conform to the highest standards and in accordance with this
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agreement.

- 2.3 CONSULTANT represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the tasks and services provided for herein in a professional and competent manner.

III. USE OF AGENTS OR ASSISTANTS

- 3.1. To the extent reasonably necessary to enable the CONSULTANT to perform his, her or its duties hereunder, the CONSULTANT shall be authorized to engage the services of any agents or assistants which he, she or it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of his, her or its duties. All cost of the services of, or expenses incurred by such agents or assistants shall be paid by CONSULTANT.

IV. PROJECT MANAGEMENT

- 4.1. Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by CONSULTANT under this Agreement. The project manager appointed by CITY will oversee the administration of the tasks to be performed by CONSULTANT under this Agreement and act as the City's liaison.

CITY'S Project Manager:	Nicholas Mimms Interim City Manager
CONSULTANT's Project Manager:	Colin Baenziger

V. FACILITIES DELETED

VI. FEE

- 6.1. For services to be rendered under this Agreement, the CONSULTANT shall be entitled to a fee for actual services performed, not to exceed twenty four thousand seven hundred and fifty dollars (\$ 24,750), payable as follows:

Phase I:	Needs Analysis	\$ 3,250
Phase II	Recruiting	\$ 10,000
Phase III	Screening and Warranty	\$ 8,000
Phase IV	Interview Process Coordination and Attorney Selection	\$ 1,750
Phase V	Negotiation, Warranty, Continuing Assistance	\$ 1,750

Should the CITY require additional services not included in this Agreement, fees and payment for such services will be set forth in a

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separate Additional Services Addendum, as authorized by the City.

VII. MAXIMUM COSTS

- 7.1. CONSULTANT expressly acknowledges and agrees that the total cost to complete all tasks, including all expenses and costs, as specified herein, or the attached schedule in Exhibit "A", shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY.

VIII. BILLING

- 8.1. CONSULTANT shall submit an itemized billing to the Project Manager for approval prior to receiving compensation. Billing shall include *an itemized summary* of total costs and shall be made at no more than monthly intervals. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each project or project phase, and the total phase or project costs to date.
- 8.2. CONSULTANT shall be paid in thirty (30) days from approved invoice for services.

IX. AUDIT BY CITY

- 9.1. CONSULTANT shall permit CITY or any authorized representatives of CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to CONSULTANT's performance under this Agreement including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

X. COPIES OF DATA

- 10.1. Copies or originals of all data collected by CONSULTANT in relation to work associated with this Agreement shall be provided to CITY. Data collected, stored, and/or provided shall be in a form acceptable to CITY and agreed upon by CITY.

XI. OWNERSHIP

- 11.1. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of CITY.

XII. CONFIDENTIALITY

- 12.1. Except as provided by Florida law pertaining to public records, CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by CITY or other information to which CONSULTANT has had access during the term of this Agreement without the prior written approval of the City Attorney during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

XIII. WRITTEN AUTHORIZATION REQUIRED

- 13.1. CONSULTANT shall not make changes in the job scope or perform any additional work or provide any additional material except as set forth in Paragraph 2.1, under this Agreement without first obtaining written authorization from CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at CONSULTANT's risk and without payment.

XIV. DEFAULTS, TERMINATION OF AGREEMENT

- 14.1. If the Project Manager deems that CONSULTANT is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to CONSULTANT specifying defaults to be remedied within ten (10) days and such notice shall set forth the basis for any dissatisfaction and suggest corrective measures, and;

A. If CONSULTANT does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, CITY may provide for such service from another CONSULTANT and CITY may withhold any money due or which may become due to CONSULTANT for such task related to the claimed default; or

B. If after ten (10) days CONSULTANT has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, CITY may elect to terminate this Agreement

- 14.2. Notwithstanding paragraph 14.1, CITY reserves the right and may elect to terminate this Agreement at any time. At such time, CONSULTANT would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

XV. INSURANCE

15.1 CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONSULTANT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement. CONSULTANT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been approved by CITY.

As evidence of compliance with the insurance required herein, CONSULTANT shall furnish CITY with one of the following forms of acceptable evidence of insurance:

- (a)** (1) a fully completed satisfactory Certificate of Insurance evidencing all coverage required; and
 - (2) a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and CITY's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; and
 - (3) A copy of the actual endorsement for each required policy which provides that CITY will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insurer(s);
- (b)** the original of the policy(ies); or
- (c)** other evidence satisfactory to CITY.

All policies providing the insurance required herein shall be endorsed to provide that the insurer will provide the CITY with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy.

Until such insurance is no longer required by this Contract, CONSULTANT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Notwithstanding the prior submission of a Certificate of Insurance,

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copies of endorsements, or other evidence initially acceptable to CITY, if requested to do so by CITY, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required herein.

15.1.1. Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National CITY on Compensation Insurance ("NCCI"), without restrictive endorsements other than those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease - Policy Limit
	\$ 1,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its members, officials, officers and employees scheduled thereon.

15.1.2. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or CONSULTANTS - Scheduled Person or Organization).

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation

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The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Each Occurrence

15.1.3. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements other than those which are required by the State of Florida, or those which under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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15.1.4. Professional Liability Insurance

Such insurance shall be on a form acceptable to CITY and shall cover CONSULTANT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim/Annual Aggregate

If CONSULTANT subcontracts any of the work, CONSULTANT shall either include the SubCONSULTANTS in CONSULTANT's coverage or require the SubCONSULTANTS to maintain Professional Liability coverage as described herein.

The insurance may be subject to a deductible not to exceed \$10,000 per claim.

15.2. The insurance provided by CONSULTANT shall apply on a primary

basis. Any insurance, or self-insurance, maintained by the CITY shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT. Except as otherwise specified, no deductible or self-insured retention is permitted.

15.3 Deductible or Self-Insured Retention Provisions.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from CITY hereunder, no deductible or self-insured retention for any required insurance provided by CONSULTANT pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, CONSULTANT shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of CITY, or its members, officials, officers and employees.

15.4. Compliance with these insurance requirements shall not limit the liability of CONSULTANT or any Subcontractor of CONSULTANT to CITY or its members, officials, officers or employees. Any remedy provided to the CITY or its members, officials, officers or employees by the insurance provided by the CONSULTANT or any Subcontractor of CONSULTANT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONSULTANT) available to the CITY or its members, officials, officers or employees under this Agreement or otherwise.

15.5. Neither approval by CITY nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

15.5.1. CONSULTANT'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another CONSULTANT or CONSULTANTS, without CITY'S incurring any liability to CONSULTANT.

15.5.2. At its sole discretion, CITY may obtain or renew CONSULTANT'S insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONSULTANT from CITY.

XVI. WAIVER OF BREACH

16.1. The waiver of either party of any breach of any provision of this

Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XVII. INDEMNITY

- 17.1. CONSULTANT shall indemnify, defend and hold harmless, to the maximum extent permitted by law, CITY and its officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, CONSULTANT'S performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone CONSULTANT directly or indirectly employed).
- 17.2. CONSULTANT's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.
- 17.3. CONSULTANT'S failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

XVIII. ENTIRE AGREEMENT

- 18.1. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XIX. ASSIGNMENT

- 19.1. Nothing under this Agreement shall be construed to give any rights or benefits to any party other than CITY and CONSULTANT. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of CITY and CONSULTANT, and not for the benefit of any other party. CONSULTANT shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

- 19.2. In the event the CITY consents to an assignment or delegation, the assignee, delegatee, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

XX. SUCCESSORS AND ASSIGNS

- 20.1. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XXI. ATTORNEY'S FEES

- 21.1 If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he, she or it may be entitled, whether at the trial or appellate level.

XXII. GOVERNING LAW

- 22.1. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.

XXIII. TIME IS OF THE ESSENCE

- 23.1 Time is of the essence in the completion of tasks and services as specified herein. CONSULTANT and CITY agree that the completion of all tasks and services specified in this agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

CONSULTANT shall complete the tasks within ninety (90) calendar days from CITY'S written notice to proceed unless extended in writing by the CITY.

- 23.2 CONSULTANT agrees, as liquidated damages and not penalty, that CITY shall have the right to deduct or retain sums for such liquidated damages from the CONSULTANTS invoice for services, if CONSULTANT is behind schedule and the tasks and services are not completed within the deadline for their completion under this agreement. CONSULTANT and CITY agree that liquidated damages to the CITY shall be in the amount of \$ 150.00 per day, for each and every calendar day the tasks and services are delayed beyond the time

provided for herein.

- 23.3 In addition to such liquidated damages payable to the CITY, the CITY may also recover from the CONSULTANT any amounts paid by the CITY for damages suffered to third parties as a result of CONSULTANT'S failure to complete the tasks and services by the agreed upon completion date.

XXIV. NOTICES

- 24.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should CITY or CONSULTANT have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from CONSULTANT to CITY shall be given to CITY addressed as follows:

CITY:

City Attorney
City of Fort Pierce
100 N. US 1
Fort Pierce, FL 34950
Tel. No. 772-467-3038
Fax. No. 772-466-5492

CONSULTANT:

2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, Florida 32118

Attn: Colin Baenziger
Tel. No. 561-707-3537
Fax. No. 888-635-2430

XXV. SEVERABILITY

- 25.1. Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XXVI. FORCES OF NATURE

- 26.1. Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the

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control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

XXII. COUNTERPARTS

27.1. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

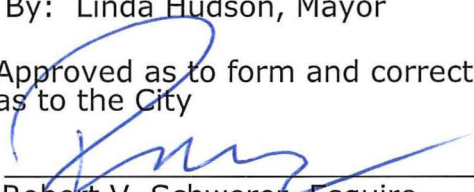
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF FORT PIERCE

By: Linda Hudson, Mayor

ATTEST

Approved as to form and correctness
as to the City



Robert V. Schwerer, Esquire
City Attorney

Linda Cox, City Clerk

**Colin Baenziger & Associates
CONSULTANT**

By: Colin Baenziger, Principal

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this ____ day of December, 2015 by **Colin Baenziger**, Principal, for **Colin Baenziger & Associates**, on behalf of the group, and who is personally known to me or who has produced the following _____ as identification.

Print name: _____
Notary Public
My commission expires: _____

Search Methodology

The following search methodology has been refined over the past sixteen years and now is virtually foolproof. We will integrate your ideas into the process. Our goal is to ensure you have the right people to interview as well as the information you need to make the right decision.

Phase I: Information Gathering and Needs Assessment

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those that are not actively looking for the next job) while also providing an accurate portrayal of the community and the opportunity. In order to do this, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Compile background information from the jurisdiction's website and other sources.
- Interview the City Commission, City Manager, and other key stakeholders. Our goal is to develop a strong sense of your organization, its leadership, its short and long term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will likely include experience, longevity, education, personality, demeanor, and achievements as well as other items the Commissioners and stakeholders consider important, and
- Determine a reasonable compensation package.

We will also finalize the timeline so candidates can mark their calendars well in advance and will be available when the Commission wishes to conduct the interviews.

As an aside, we are assuming the next City Attorney will need to be licensed to practice in Florida or be able to waive in. We do not believe recruiting someone who would have to sit for the Florida Bar Examination is a viable option.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will next develop a position description and comprehensive recruitment profile. We will provide our draft for your review and comment. Your suggestions will be incorporated, and the final documents prepared. A sample of our work is included as Appendix B. Other samples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for this position. We say people, and not person, because our goal is to bring you six to ten excellent semi-finalists, all of whom will do the job extraordinarily well and who are so good you will have a difficult time choosing among them. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community.



Search Methodology (continued)

The approaches we use to find candidates are:

- **Networking:** The best approach is diligent outreach. We will network with our colleagues and consult our data base. We will also work closely with appropriate sections of the Florida Bar Association, the International Municipal Lawyers Association, and so on to identify highly skilled potential candidates. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished. We will also utilize LinkedIn as a networking tool.
- **Advertising** While we will seek out the best, we will not ignore the trade press as it often also yields strong candidates. We intend to advertise with the Florida Bar Association, the American Bar Association and the International Municipal Lawyers Association. We will also post it on our website, www.cb-asso.com and appropriate legal job listing sites. We generally do not use newspapers or generic websites because, while they produce large numbers of applications, they generally do not produce the type of candidates our clients are seeking. In the past, the Florida Bar has also been very helpful in providing us with email addresses for its members in the relevant sections.
- **Email:** We will also e-mail the recruitment profile to our listserv of ten thousand managers and professionals who are interested in local government management. One of the advantages of e-mail is that if the recipient can easily forward the recruitment profile to someone who may be interested.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from sixty to one hundred applicants. We will narrow the field as described below and present information on candidates. This process requires a mixture of in-depth research and subjective evaluation. Our process is as follows.

It should be noted that selecting strong candidates is more an art than a science. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the City and the community. Typically forty percent of our finalists are women and/or minorities.

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen strong candidates. Some of these may be in-house candidates or individuals who have held high-level positions in other governments but who have never been the top Attorney. Often these people simply need the opportunity.

Search Methodology (continued)

Step Two. Screening Interview. Our lead recruiter, and possibly other senior representatives of the firm, will interview each of these candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether or not to consider them further.

Step Three. Candidate Materials and Background Investigations. For those that remain in consideration, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to prepare a written introduction to themselves as part of their preliminary background checks. This is done for several reasons. First, it allows the candidates to tell their own story and balance the negativity that is so often characteristic of the press. It also allows the City to evaluate the candidates written and communicative skills.
- **Candidate Disclosure Statement:** We will ask candidates if there is anything controversial in their background that we should be made aware of prior to further consideration. While it is unlikely that we find anything not previously publicized in the press, we believe redundant checks offer superior security for our client.
- **Interviews of References:** We tell the candidate with whom we wish to speak. These include current and former Board/Commission/Council Members, the fellow attorneys, staff members, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We also attempt to contact some individuals who are not on the candidate's list. Typically we reach eight to ten people and prepare a written summary of each conversation.
- **Legal Checks:** Through our third party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records for any litigation at the county and federal level; and bankruptcy and credit.
- **Search the Internet and Newspaper Archives:** Virtually every local newspaper has an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the elected officials. Of course, not all news sources are unbiased and we consider that in our evaluation. This step is conducted in order to quickly discover candidates with problems in their backgrounds and eliminate them.
- **Verification of Education:** We also verify claimed educational degrees to assure the candidate is being totally forthright.

Search Methodology (continued)

- **Verification of Work History:** We verify employment for the past fifteen years.

Note: We firmly believe that all background work we have outlined above should be completed early in the process. That way the client knows the individuals to be interviewed are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once our client has made a selection, it can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

For the selected candidates, CB&A will compile the information we have developed into a complete written report for each of the strongest eight to ten candidates. Specifically, this information will include: the candidates' resumes, introductions, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide some advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into), and some logistical information. The preceding information will be forwarded to you *electronically*.

The goal in conducting these checks is to develop a clear picture of the candidates and to determine which best meet the criteria established in Phase I. Each of the avenues we pursue adds a piece of the puzzle. We will crosscheck sources, search for discrepancies, and resolve them when we find them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. If we conclude the situation is damaging or even questionable, the situation reported to the City and, with the City's concurrence, the candidate will be dropped from further consideration.

Task Six: Finalist Selection

Approximately a week after the City has received the candidate materials, CB&A will meet with the City Commissioners and City Manager to discuss our findings and make a final determination concerning who will be invited to interview. The goal is to select four to six candidates to interview.

We will then notify the selected finalists of their status and schedule the interviews with the Commission.

Task Seven: Notify All Candidates of Their Status

We will notify the selected candidates by telephone and give them the opportunity to ask additional questions. CB&A will also contact those not selected to advise them of their status. Part of the notification will include advice concerning the candidates' resume and/or cover letter so, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

Phase IV: Coordinate the Interview Process and City Attorney Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an interview/assessment process for the City's review including means to evaluate the candidates' communication skills, interpersonal skills, and decision-making skills. As part of the process, we will recommend the Commissioners observe the finalists in a number of settings. We will also recommend you invite the finalists' spouses so they can spend time in and evaluate your community.

Day #1: The finalists are given a tour of the community and its facilities by a knowledgeable staff member. Later, senior staff members meet briefly with the candidates. This opportunity allows the finalists to ask questions and the senior staff to assess the candidates.

Later, that evening, the Commissioners host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. Your next City Attorney will, after all, represent your local government in numerous venues. It is thus important to know how the individual will respond in a social setting. The reception also serves as an ice-breaker whereby the Commissioners and the candidates get to know one another informally.

Day #2: Beginning at approximately 8:30 a.m., each candidate interviews individually with each elected official for approximately 40 minutes. These meetings provide the Commissioners with an opportunity to assess how the candidates might interact with them on an individual basis. It is very important to know if good chemistry exists. Ultimately, the Attorneys succeed and fail based on their interaction with the Commissioners and the one-on-one interviews are an excellent way to test that interaction.

After lunch, the Commissioners and their designees as a group will interview each candidate so that they can assess the candidates in a formal meeting. Part of the interviews may include a case study presentation so the Commission can observe the candidates' presentational skills.

Task Nine: Debriefing and Selection

Once the interviews have concluded, CB&A suggests the Commissioners recess and resume meeting a few days later to select the City Attorney. Although the selection can be made the same day, CB&A feels it is better to take the time to consider the decision and get feedback from others.

Once the selection has been made CB&A will notify the finalists of their status. Candidates are eager to know and we feel it is important to keep them informed.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

Should the Commissioners wish, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use. Your legal staff, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect a relatively prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Attorney. Our goal is to be there to assist in resolving any issues that arise before they become intractable. In fact, at your request, we will conduct a team-building workshop, at no charge, to resolve any difficulties. We simply feel it is part of our job to assure a successful relationship.

Communications: We will provide reports per your specifications about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We want to be responsive and to assist in any way we can.

The City's Obligations

The City will be responsible for providing approximately 20 high quality images for the recruitment brochure, facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates for all expenses associated with their travel, meals, and incidentals for the interview weekend.

Proposed Schedule

The following is the schedule we would suggest and assumes the contract is approved by December 8th and CB&A is so notified by 9 p.m. on the 8th.

Phase I: Needs Assessment / Information Gathering

- December 9th: CB&A begins working with the City Commission and City Manager and other stakeholders to understand the job and its challenges
- December 15th: CB&A submits the draft of the full recruitment profile to the City for its review. Comments will be due back by December 22nd.

Phase II: Recruiting

- December 28^h: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 12,500 local government managers and professionals.
- January 22nd: Closing date for submission of applications.
- January 27th: CB&A reports the results of the recruitment to the City.

Phase III: Screening, Reference Checks and Credential Verification

- February 22nd: CB&A forwards complete semi-finalist material electronically to the City.
- February 29th: City selects finalists.

Phase IV: Interview Process Coordination and City Attorney Selection

- March 10th: County holds reception for the finalists.
- March 11th: One-on-one and full Commission Interviews as well as possible selection.
- March 14th: City selects its next City Attorney if it has not already done so.

Phase V: Negotiation, Warranty & Continuing Assistance

- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

Fee & Warranty

Fee

CB&A offers a firm, fixed fee of \$24,750 *which includes all our expenses and costs*. In other words, the only thing the City will pay CB&A is the agreed upon fee. The only other costs the City will be responsible for are those associated with the candidates' travel, accommodations and meals for the interview process. The advantage to the City is it knows exactly what it will pay. The advantage to CB&A is that we do not have to keep track of every minor expense.

We will bill the fee as the phases are completed and according to the following schedule:

City Attorney Search	
Phase I: Needs Analysis / Information Gathering	\$ 3,250
Phase II: Recruiting	10,000
Phase III: Screening and Warranty	8,000
Phase IV: Interview Process Coordination and Attorney Selection	1,750
Phase V: Negotiation and Continuing Assistance	1,750

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. Please note that we have neither billed nor requested additional funds beyond our originally quoted fee even when we have been entitled to it.

As noted earlier, Colin Baenziger & Associates does not track its time and expenses on a project basis. Rather we have determined over the years the fee we need to charge in order to make a modest profit. When we did track costs, we found it created an incentive to sacrifice quality in order to meet budget. Hence we cannot provide an estimate of staff hours or expenses.

We also do not use subcontractors nor, as indicated above are there any reimbursable costs.

Warranty

Colin Baenziger & Associates offers the best warranty in the industry. We can offer it because we have confidence in our work. Provided the City instructs us with conducting a full search and assuming it selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) in the first year, CB&A will repeat the search at no charge for our services or expenses. If the individual leaves for any reason other than an Act of God in the second year, CB&A will repeat the search for the cost of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.